

SERFF Tracking Number: BEAZ-125212920 State: Arkansas
Filing Company: Beazley Insurance Company, Inc. State Tracking Number: AR-PC-07-025292
Company Tracking Number: BICI0025-AR(F)
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability
Product Name: Miscellaneous Professional Liability Insurance Program
Project Name/Number: /BICI0025

Filing at a Glance

Company: Beazley Insurance Company, Inc.

Product Name: Miscellaneous Professional Liability Insurance Program SERFF Tr Num: BEAZ-125212920 State: Arkansas

TOI: 17.0 Other Liability - Claims Made/Occurrence SERFF Status: Closed State Tr Num: AR-PC-07-025292

Sub-TOI: 17.0019 Professional Errors & Omissions Liability Co Tr Num: BICI0025-AR(F) State Status:

Filing Type: Form Co Status: ! Reviewer(s): Betty Montesi, Edith Roberts

Authors: Nancy Wilson, Renata Wright, Laura Maragnano, Evelyn Perran

Date Submitted: 06/29/2007 Disposition Date: 08/21/2007

Effective Date Requested (New): On Approval Disposition Status: Approved
Effective Date Requested (Renewal): On Approval Effective Date (New):
Effective Date (Renewal):

General Information

Project Name:

Project Number: BICI0025

Reference Organization:

Reference Title:

Filing Status Changed: 10/03/2007

State Status Changed: 06/29/2007

Corresponding Filing Tracking Number:

Filing Description:

See cover letter

Status of Filing in Domicile: Pending

Domicile Status Comments:

Reference Number:

Advisory Org. Circular:

Deemer Date:

Company and Contact

SERFF Tracking Number: BEAZ-125212920 State: Arkansas
 Filing Company: Beazley Insurance Company, Inc. State Tracking Number: AR-PC-07-025292
 Company Tracking Number: BICI0025-AR(F)
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability
 Product Name: Miscellaneous Professional Liability Insurance Program
 Project Name/Number: /BICI0025

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	10/03/2007	10/03/2007

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Edith Roberts	09/21/2007	09/21/2007	Renata Wright	09/21/2007	09/21/2007
Pending Industry Response	Edith Roberts	08/16/2007	08/16/2007	Renata Wright	08/23/2007	08/23/2007
Pending Industry Response	Edith Roberts	07/06/2007	07/06/2007	Renata Wright	08/21/2007	08/23/2007

SERFF Tracking Number: *BEAZ-125212920* *State:* *Arkansas*
Filing Company: *Beazley Insurance Company, Inc.* *State Tracking Number:* *AR-PC-07-025292*
Company Tracking Number: *BICI0025-AR(F)*
TOI: *17.0 Other Liability - Claims Made/Occurrence* *Sub-TOI:* *17.0019 Professional Errors & Omissions*
Liability

Product Name: *Miscellaneous Professional Liability Insurance Program*
Project Name/Number: */BICI0025*

Disposition

Disposition Date: 08/21/2007

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: BEAZ-125212920 State: Arkansas
 Filing Company: Beazley Insurance Company, Inc. State Tracking Number: AR-PC-07-025292
 Company Tracking Number: BICI0025-AR(F)
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability

Product Name: Miscellaneous Professional Liability Insurance Program
 Project Name/Number: /BICI0025

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	cover letter	Approved	Yes
Supporting Document	forms listing	Approved	Yes
Form	50/50 Consent to Settle Endorsement	Approved	Yes
Form	Actuarial Services Sublimit and Separate Deductible	Approved	Yes
Form	Additional Contract Services Endorsement	Approved	Yes
Form	Amend Bodily Injury or Property Damage Exclusion	Approved	Yes
Form	Amend Cancellation/Nonrenewal Endorsement	Approved	Yes
Form	Amend Defense and Settlement Clause	Approved	Yes
Form	Amend Definition of Claim Endorsement	Approved	Yes
Form	Amend Discrimination Exclusion	Approved	Yes
Form (revised)	Amend Election of Optional Extension Period to 45 Days	Approved	Yes
Form	Amend Election of Optional Extention Period to 45 Days	Approved	Yes
Form	Amend Exclusion B.1 to Provide Continuity Date	Approved	Yes
Form	Amend Exclusion D	Approved	Yes
Form	Amend Fraud Exclusion to Delete "Nolo Contendere"	Approved	Yes
Form	Amend Insured to Include Independent Contractors	Approved	Yes
Form	Amend Item 1 of the Declarations	Approved	Yes
Form	Amend Item 2.	Approved	Yes
Form	Amend Item 5	Approved	Yes
Form	Amend Notice of Claim to Specified Individuals	Approved	Yes
Form	Amend Notice to as soon as Practicable	Approved	Yes
Form	Amend Other Insurance	Approved	Yes

SERFF Tracking Number: BEAZ-125212920 State: Arkansas
 Filing Company: Beazley Insurance Company, Inc. State Tracking Number: AR-PC-07-025292
 Company Tracking Number: BICI0025-AR(F)
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability
 Product Name: Miscellaneous Professional Liability Insurance Program
 Project Name/Number: /BICI0025

Form	Amend Regulatory Exclusion to Insured Violation	Approved	Yes
Form	Amend Retroactive Date for Excess Limits	Approved	Yes
Form	Amend Retroactive Date For Scheduled Entity (ies)	Approved	Yes
Form	Amend Subsidiary Definition	Approved	Yes
Form	Amend Territory to Acts, Errors or Omissions Which Take Place in the United States	Approved	Yes
Form	Amend Territory to Include Great Britain	Approved	Yes
Form	Amended Bodily Injury/Property Damage Exclusion with Sublimit	Approved	Yes
Form	Carveback to Regulatory Exclusion For Customer Claims	Approved	Yes
Form	Claims Adjuster Endorsement	Approved	Yes
Form	Claims Expenses Carveback to Exclusion G.	Approved	Yes
Form	Class/Mass Action Exclusion	Approved	Yes
Form	Clinical Trial Exclusion	Approved	Yes
Form	Computer Information Security Coverage	Approved	Yes
Form	Computer Information Security Coverage	Approved	Yes
Form	Consultant Exclusion Including Aviation	Approved	Yes
Form	Consultants Exclusion	Approved	Yes
Form	Consultants Exclusion (Without Engineering Services)	Approved	Yes
Form	Contingent Bodily Injury Property Damaged Exclusion with Sublimit and Separate Retention	Approved	Yes
Form	Copyright and Personal Injury Coverage	Approved	Yes
Form	Copyright and Personal Injury Coverage	Approved	Yes
Form	Copyright and Personal Injury Coverage	Approved	Yes
Form	Copyright and Personal Injury Coverage	Approved	Yes
Form	Defendants Reimbursement	Approved	Yes

SERFF Tracking Number: BEAZ-125212920 State: Arkansas
 Filing Company: Beazley Insurance Company, Inc. State Tracking Number: AR-PC-07-025292
 Company Tracking Number: BICI0025-AR(F)
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability
 Product Name: Miscellaneous Professional Liability Insurance Program
 Project Name/Number: /BICI0025

Endorsement

Form	Delay in Delivery or Performance Carveback	Approved	Yes
Form	Delete Failure to Maintain Insurance Exclusion	Approved	Yes
Form	Discretionary Authority Exclusion	Approved	Yes
Form	Downgrade Exclusion	Approved	Yes
Form	Exclude Claims and Wrongful Acts By Scheduled Person or Entity	Approved	Yes
Form	Exclusion for Violation of Fair Debt Collection Practices Act, Fair Credit Reporting Act, "Do Not Call" Laws	Approved	Yes
Form	Exclusion for Violation of Fair Debt Collection Practices Act, Fair Credit Reporting Act, "Do Not Call" Laws	Approved	Yes
Form	Exclusion for Violation of Fair Debt Collection Practices Act, Fair Credit Reporting Act, "Do Not Call" Laws	Approved	Yes
Form	Fair Debt Collection Practices and Credit Reporting Acts Violations and Sublimit and Separate Retention	Approved	Yes
Form	Financial Consultants Exclusion	Approved	Yes
Form (revised)	First Party Security Insurance Coverage	Approved	Yes
Form	First Party Security Insurance Coverage	Approved	Yes
Form	Forensic Science and Expert Witness Services Endorsement	Approved	Yes
Form	Freight Forwarders Exclusion	Approved	Yes
Form	HIPAA Violation Coverage	Approved	Yes
Form	Independent Contractor Endorsement	Approved	Yes
Form	Insured Website Media Coverage	Approved	Yes
Form	Internet Access/Network Security Exclusion	Approved	Yes
Form	Legal Services Exclusion	Approved	Yes
Form (revised)	Marsh Amendatory Endorsement	Approved	Yes

SERFF Tracking Number: BEAZ-125212920 State: Arkansas
 Filing Company: Beazley Insurance Company, Inc. State Tracking Number: AR-PC-07-025292
 Company Tracking Number: BICI0025-AR(F)
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability
 Product Name: Miscellaneous Professional Liability Insurance Program
 Project Name/Number: /BICI0025

Form	Marsh Amendatory Endorsement	Approved	Yes
Form	Medical Equipment Exclusion	Approved	Yes
Form	Medical Malpractice Clinical Trial Exclusion	Approved	Yes
Form	Medical Services Exclusion	Approved	Yes
Form	Miscellaneous Professional Liability Endorsement	Approved	Yes
Form	Most Favorable Venue for Punitive Damages	Approved	Yes
Form (revised)	Multiyear Policy Endorsement (Multi Aggregate Limit of Liability) - Arkansas	Approved	Yes
Form	Multiyear Policy Endorsement (Multi Aggregate Limit of Liability) (Rate Bearing)	Approved	Yes
Form	Multiyear Policy Endorsement (Multiyear Policy Endorsement (Single Aggregate Limit of Liability, Prepaid Premium) (Rate Bearing)	Approved	Yes
Form	Mutual Choice of Defense Counsel	Approved	Yes
Form	Personal Injury and Advertising Injury Coverage	Approved	Yes
Form	Product Liability Exclusion	Approved	Yes
Form	Product or Process deficiency or Malfunction and Repair Recall Exclusion	Approved	Yes
Form	Professional Services Carveback to Exclusion K	Approved	Yes
Form	Professional Services Carveback to Failure to Maintain Insurance Exclusion	Approved	Yes
Form	Property Management Services Endorsement (With Ownership Interest Carveback)	Approved	Yes
Form	Property Management Services Endorsement (Without Ownership Interest Carveback)	Approved	Yes
Form	Punitive Damages Endorsement	Approved	Yes

SERFF Tracking Number: BEAZ-125212920 State: Arkansas
 Filing Company: Beazley Insurance Company, Inc. State Tracking Number: AR-PC-07-025292
 Company Tracking Number: BICI0025-AR(F)
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability
 Product Name: Miscellaneous Professional Liability Insurance Program
 Project Name/Number: /BICI0025

Form	Representations and Severability Endorsement	Approved	Yes
Form	Representations by the Insured	Approved	Yes
Form	Scheduled Claims Exclusion	Approved	Yes
Form	Scheduled Person/Entity Exclusion	Approved	Yes
Form	Settle Within the Deductible Endorsement	Approved	Yes
Form	Sexual Misconduct Exclusion	Approved	Yes
Form	Spousal / Domestic Partner Exclusion	Approved	Yes
Form	Temporary Services Endorsement with Temporary Employee Coverage	Approved	Yes
Form	Temporary Services Endorsement with Temporary Employee Exclusion	Approved	Yes
Form	Third Party Administrator Exclusion	Approved	Yes
Form	Third Party Administrator Exclusion	Approved	Yes
Form	Title and Escrow Operations Endorsement	Approved	Yes
Form (revised)	Three Year Policy Endorsement (Multi Aggregate Limit of Liability, Prepaid Premium) - Arkansas	Approved	Yes
Form	Three Year Policy Endorsement (Multi Aggregate Limit of Liability, Prepaid Premium) (Rate Bearing)	Approved	Yes
Form (revised)	Two Year Policy Endorsement (Multi Aggregate Limit of Liability, Prepaid Premium) - Arkansas	Approved	Yes
Form	Two Year Policy Endorsement (Multi Aggregate Limit of Liability, Prepaid Premium) (Rate Bearing)	Approved	Yes
Form (revised)	Three Year Policy Endorsement (Multi Aggregate Limit of Liability, Annual Installments) - Arkansas	Approved	Yes
Form	Three Year Policy Endorsement (Multi Aggregate Limit of Liability, Annual Installments) (Rate Bearing)	Approved	Yes
Form (revised)	Two Year Policy Endorsement (Multi	Approved	Yes

SERFF Tracking Number: BEAZ-125212920 State: Arkansas
 Filing Company: Beazley Insurance Company, Inc. State Tracking Number: AR-PC-07-025292
 Company Tracking Number: BICI0025-AR(F)
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability
 Product Name: Miscellaneous Professional Liability Insurance Program
 Project Name/Number: /BICI0025

	Aggregate Limit of Liability, Annual Installments) - Arkansas		
Form	Two Year Policy Endorsement (Multi Aggregate Limit of Liability, Annual Installments) (Rate Bearing)	Approved	Yes
Form	Warranty of General Liability Coverage Including Products and Completed Operations	Approved	Yes
Form	Worldwide Coverage Endorsement	Approved	Yes
Form	Arkansas Consent Form	Approved	Yes
Rate	Arkansas State Exception Page	Approved	Yes

SERFF Tracking Number: BEAZ-125212920 State: Arkansas
Filing Company: Beazley Insurance Company, Inc. State Tracking Number: AR-PC-07-025292
Company Tracking Number: BICI0025-AR(F)
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability
Product Name: Miscellaneous Professional Liability Insurance Program
Project Name/Number: /BICI0025

Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 09/21/2007
Submitted Date 09/21/2007

Respond By Date

Dear Renata Wright,

This will acknowledge receipt of response of August 16, 2007.

I have a paper copy of a consent order for Filing # BICI-MPL-AR-02 (F), but I don't see any response for this SERFF filing. I was just checking to make sure I am not missing something.

Please let me know if something hasn't matched up on this one.

Thanks and have a great weekend!

Please feel free to contact me if you have questions.

Sincerely,

Edith Roberts

Response Letter

Response Letter Status Submitted to State
Response Letter Date 09/21/2007
Submitted Date 09/21/2007

Dear Edith Roberts,

Comments:

Response 1

Comments: Hi Ms. Roberts:

A response was sent on this filing on August 23, 2007. There were (2) pending industry responses that I responded to. For one I answered that our response would be coming shortly and the other actually contained our response. Please let me know if you have any further questions.

SERFF Tracking Number: *BEAZ-125212920*

State: *Arkansas*

Filing Company: *Beazley Insurance Company, Inc.*

State Tracking Number: *AR-PC-07-025292*

Company Tracking Number: *BICI0025-AR(F)*

TOI: *17.0 Other Liability - Claims Made/Occurrence Sub-TOI:*

*17.0019 Professional Errors & Omissions
Liability*

Product Name: *Miscellaneous Professional Liability Insurance Program*

Project Name/Number: */BICI0025*

Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Sincerely,

Evelyn Perran, Laura Maragnano, Nancy Wilson, Renata Wright

SERFF Tracking Number: BEAZ-125212920 State: Arkansas
Filing Company: Beazley Insurance Company, Inc. State Tracking Number: AR-PC-07-025292
Company Tracking Number: BICI0025-AR(F)
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability
Product Name: Miscellaneous Professional Liability Insurance Program
Project Name/Number: /BICI0025

Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 08/16/2007
Submitted Date 08/16/2007
Respond By Date

Dear Renata Wright,

This will acknowledge receipt of the captioned filing.

Our Legal Division has now provided me with a copy of the signed AID Exemption Order # 2007-046 for Miscellaneous Professional Liability exempting that line of coverage from our defense outside the limits requirements pursuant to AR Code Anno 23-79-307 (5) (a), for all policies with \$1,000,000 limit of liability or greater with a signed acknowledgment form by the insured.

If you will confirm that you will comply with the above and amend the remaining concerns within this filing, I will be able to approve.

Thanks!

Please feel free to contact me if you have questions.

Sincerely,

Edith Roberts

Response Letter

Response Letter Status Submitted to State
Response Letter Date 08/23/2007
Submitted Date 08/23/2007

Dear Edith Roberts,

Comments:

Response 1

Comments: Hi Ms. Roberts:

SERFF Tracking Number: *BEAZ-125212920* *State:* *Arkansas*
Filing Company: *Beazley Insurance Company, Inc.* *State Tracking Number:* *AR-PC-07-025292*
Company Tracking Number: *BICI0025-AR(F)*
TOI: *17.0 Other Liability - Claims Made/Occurrence* *Sub-TOI:* *17.0019 Professional Errors & Omissions*
Liability

Product Name: *Miscellaneous Professional Liability Insurance Program*
Project Name/Number: */BICI0025*

I will be sending you are response shortly. Thank you.

Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Sincerely,
Evelyn Perran, Laura Maragnano, Nancy Wilson, Renata Wright

SERFF Tracking Number: BEAZ-125212920 State: Arkansas
Filing Company: Beazley Insurance Company, Inc. State Tracking Number: AR-PC-07-025292
Company Tracking Number: BICI0025-AR(F)
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability
Product Name: Miscellaneous Professional Liability Insurance Program
Project Name/Number: /BICI0025

Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 07/06/2007
Submitted Date 07/06/2007

Respond By Date

Dear Renata Wright,

This will acknowledge receipt of the captioned filing.

With reference to Form BICMP00940107, Amendment to Extend to 45 Days..., the law allows 60 days to request and pay for the Optional Extended Reporting Period. Please refer to AID Code Anno. 23-79-306 (3). Also, Provision B. states as a condition to purchase, full premium must have been paid. AR Code mandates that this coverage be offered and put into force if premium is received, for cancellation for ANY reason, including non-payment of premium.

Form BICMP01290517, page 14, #2, contains "binding" appraisal. Appraisal provisions must specifically state that they are "voluntary and non-binding".

With reference to the "Marsh Amendatory Endorsement", what is the definition of "Marsh". Please explain. With reference to page 3, 5. A. this provision must allow 60 days to request and pay for the Optional ERP (AR Code Anno. 23-79-306 (3). Provision 6.D. must provide a 60 day basic mandatory, free of charge reporting period rather than 30 days., and page 4, 8., the Cancellation provision must comply with AR Code Anno. 23-66-206 (9) (a&b).

Please reference Forms BICMP00530306, 01330507, 01340507, 01350507, 01360507. These forms are for "Miscellaneous Professional Liability". Not all professional liability coverage are exempt from defense within limits as prohibited by AR Code Anno. 23-79-307 (5) (A). These forms contain defense within the limits of liability and cannot be approve for "Miscellaneous" coverages. Please refer to page 1, 4.

Also on pages 5 and 6, of the above mentioned forms, please refer to 5.c and 6.d. These provisions are incorrect as the the limits of liability for the Optional Extended Reporting Period must be the greater of the limit remaining of the expiring policy aggregate of reinstated to 50% under AR Code Anno. 23-79-306 (6).

With reference to BICMP01080207, the same would apply as above for Miscellaneous coverages, as this form contains defense within the limits of liability.

SERFF Tracking Number: BEAZ-125212920 State: Arkansas
Filing Company: Beazley Insurance Company, Inc. State Tracking Number: AR-PC-07-025292
Company Tracking Number: BICI0025-AR(F)
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability
Product Name: Miscellaneous Professional Liability Insurance Program
Project Name/Number: /BICI0025

Please feel free to contact me if you have questions.

Sincerely,
Edith Roberts

Response Letter

Response Letter Status	Submitted to State
Response Letter Date	08/21/2007
Submitted Date	08/23/2007

Dear Edith Roberts,

Comments:

Response 1

Comments: Dear Ms. Roberts:

Thank you for your letters dated July 6, 2007 and August 16, 2007 in regards to the above-captioned submission. In response to your concerns, we offer the following:

- We hereby withdraw Amend Election of Optional Extension Period to 45 Days, BICMP00940107 from any further consideration.
- Enclosed is First Party Security Insurance Coverage Endorsement, BICMP01290507A. We have amended this endorsement to remove Item 12.D.2 – Appraisal of Loss in order to comply with your state's law regarding appraisal provisions.
- “Marsh” means Marsh & McLennan Companies, Inc. This endorsement is used for accounts brokered by Marsh & McLennan Companies, Inc. This endorsement combines various coverages that we already offer by separate endorsements in one package endorsement.

We are enclosing a new Marsh Endorsement, BICMP01230807 which replaces the previous version submitted. This endorsement has been amended to delete Item 5.A. Optional Extension Period in its entirety. In regards to your concerns regarding Item 5.D. this provision applies before the end of the policy period and does not alter the automatic extension period. We have amended Item 7. to amend Clause XIV. Cancellation, Item B. and that the Insurer may only cancel for nonpayment of premium.

SERFF Tracking Number: BEAZ-125212920 State: Arkansas
 Filing Company: Beazley Insurance Company, Inc. State Tracking Number: AR-PC-07-025292
 Company Tracking Number: BICI0025-AR(F)
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability
 Product Name: Miscellaneous Professional Liability Insurance Program
 Project Name/Number: /BICI0025

• Enclosed are the following state specific versions of forms which have been amended to remove the language in regards to the Optional Extension Period being part of and not in addition to the Limit of Liability as this wording is in conflict with AR Code Ann. Sec. 23-79-307(5)(A):

1. Multiyear Policy Endorsement (Multi Aggregate Limit of Liability) – Arkansas, BICMP05530807AR
2. Three Year Policy Endorsement (Multi Aggregate Limit of Liability, Prepaid Premium) – Arkansas, BICMP01330807AR
3. Two Year Policy Endorsement (Multi Aggregate Limit of Liability, Prepaid Premium) – Arkansas, BICMP01340807AR
4. Three Year Policy Endorsement (Multi Aggregate Limit of Liability, Annual Installments) – Arkansas, BICMP01350807AR
5. Two Year Policy Endorsement (Multi Aggregate Limit of Liability, Annual Installments) – Arkansas, BICMP01360807AR

• As you have advised, your Department’s Legal Division has now signed AID Exemption Order #2007-046 for Miscellaneous Professional Liability exempting that line of coverage from your defense outside the limits requirements.

Enclosed is Arkansas Consent Form, E00014 (082007 ed.) that will be used in order to obtain the insured’s signature acknowledging defense costs within the limits of liability. I am also enclosing Arkansas State Exception Page BIC-MP-AR-1 (August 2007) which addresses defense outside the limits requirements for all policies with \$1,000,000 limit of liability or greater.

I hope these amendments will allow you to continue your review of our submission and approval can be granted. Should you have any further questions or concerns, please feel free to contact me.

Changed Items:

No Supporting Documents changed.

Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
Amend Election of Optional Extension Period to 45 Days	BICMP00940107		Endorsement/Amendment/Conditions	Withdrawn		0	
Previous Version							

<i>SERFF Tracking Number:</i>	<i>BEAZ-125212920</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Beazley Insurance Company, Inc.</i>	<i>State Tracking Number:</i>	<i>AR-PC-07-025292</i>
<i>Company Tracking Number:</i>	<i>BICI0025-AR(F)</i>		
<i>TOI:</i>	<i>17.0 Other Liability - Claims Made/Occurrence</i>	<i>Sub-TOI:</i>	<i>17.0019 Professional Errors & Omissions Liability</i>
<i>Product Name:</i>	<i>Miscellaneous Professional Liability Insurance Program</i>		
<i>Project Name/Number:</i>	<i>/BICI0025</i>		
<i>Amend Election of Optional Extention Period to 45 Days</i>	<i>BICMP00 940107</i>	<i>Endorsement/AmendmentNew /Conditions</i>	<i>0 BICMP00 940107.pdf</i>
<i>First Party Security Insurance Coverage</i>	<i>BICMP01 290507A</i>	<i>Endorsement/AmendmentNew /Conditions</i>	<i>0 BICMP01 290507A.pdf</i>
<i>Previous Version</i>			
<i>First Party Security Insurance Coverage</i>	<i>BICMP01 290507</i>	<i>Endorsement/AmendmentNew /Conditions</i>	<i>0 BICMP01 290507.pdf</i>
<i>Marsh Amendatory Endorsement</i>	<i>BICMP01 120807</i>	<i>Endorsement/AmendmentNew /Conditions</i>	<i>0 BICMP01 230807.pdf</i>
<i>Previous Version</i>			
<i>Marsh Amendatory Endorsement</i>	<i>BICMP01 070107</i>	<i>Endorsement/AmendmentNew /Conditions</i>	<i>0 BICMP01 070107.pdf</i>
<i>Multiyear Policy Endorsement (Multi Aggregate Limit of Liability) - Arkansas</i>	<i>BICMP05 530807AR</i>	<i>Endorsement/AmendmentNew /Conditions</i>	<i>0 BICMP05 530807AR.pdf</i>
<i>Previous Version</i>			
<i>Multiyear Policy Endorsement (Multi Aggregate Limit of Liability) (Rate Bearing)</i>	<i>BICMP05 530306</i>	<i>Endorsement/AmendmentNew /Conditions</i>	<i>0 BICMP05 530306.pdf</i>
<i>Three Year Policy Endorsement (Multi Aggregate Limit of Liability, Prepaid Premium) - Arkansas</i>	<i>BICMP01 330807AR</i>	<i>Endorsement/AmendmentNew /Conditions</i>	<i>0 BICMP01 330807AR.pdf</i>
<i>Previous Version</i>			
<i>Three Year Policy Endorsement (Multi</i>	<i>BICMP01 330507</i>	<i>Endorsement/AmendmentNew /Conditions</i>	<i>0 BICMP01 330507.pdf</i>

SERFF Tracking Number: BEAZ-125212920 State: Arkansas
 Filing Company: Beazley Insurance Company, Inc. State Tracking Number: AR-PC-07-025292
 Company Tracking Number: BICI0025-AR(F)
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability

Product Name: Miscellaneous Professional Liability Insurance Program
 Project Name/Number: /BICI0025

Aggregate Limit of Liability, Prepaid Premium) (Rate Bearing) f

Two Year Policy BICMP01 Endorsement/AmendmentNew 0 BICMP01
 Endorsement (Multi 340807AR /Conditions 340807AR
 Aggregate Limit of .pdf
 Liability, Prepaid

Previous Version

Two Year Policy BICMP01 Endorsement/AmendmentNew 0 BICMP01
 Endorsement (Multi 340507 /Conditions 340507.pdf
 Aggregate Limit of f
 Liability, Prepaid

Previous Version

Three Year Policy BICMP01 Endorsement/AmendmentNew 0 BICMP01
 Endorsement (Multi 350807AR /Conditions 350807AR
 Aggregate Limit of .pdf
 Liability, Annual

Previous Version

Three Year Policy BICMP01 Endorsement/AmendmentNew 0 BICMP01
 Endorsement (Multi 350507 /Conditions 350507.pdf
 Aggregate Limit of f
 Liability, Annual

Previous Version

Two Year Policy BICMP01 Endorsement/AmendmentNew 0 BICMP01
 Endorsement (Multi 360807AR /Conditions 360807AR
 Aggregate Limit of .pdf
 Liability, Annual

Installments) - Arkanas

SERFF Tracking Number: BEAZ-125212920 State: Arkansas
 Filing Company: Beazley Insurance Company, Inc. State Tracking Number: AR-PC-07-025292
 Company Tracking Number: BICI0025-AR(F)
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability
 Product Name: Miscellaneous Professional Liability Insurance Program
 Project Name/Number: /BICI0025

Previous Version

Two Year Policy	BICMP01	Endorsement/AmendmentNew	0	BICMP01
Endorsement (Multi	360507	/Conditions		360507.pdf
Aggregate Limit of				f
Liability, Annual				
Installments) (Rate				
Bearing)				
Arkansas Consent	E00014	082007 Endorsement/AmendmentNew	0	E00014
Form		/Conditions		Arkansas
				Consent
				Form.pdf

SERFF Tracking Number: BEAZ-125212920 State: Arkansas
Filing Company: Beazley Insurance Company, Inc. State Tracking Number: AR-PC-07-025292
Company Tracking Number: BICI0025-AR(F)
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability
Product Name: Miscellaneous Professional Liability Insurance Program
Project Name/Number: /BICI0025

Rate/Rule Schedule Item Changes

Exhibit Name	Rule # or Page #	Rate Action	Previous State Filing #
Arkansas State Exception Page	BIC-MP-AR-1 (August 2007)	New	

Sincerely,
Evelyn Perran, Laura Maragnano, Nancy Wilson, Renata Wright

SERFF Tracking Number: BEAZ-125212920 State: Arkansas
 Filing Company: Beazley Insurance Company, Inc. State Tracking Number: AR-PC-07-025292
 Company Tracking Number: BICI0025-AR(F)
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability
 Product Name: Miscellaneous Professional Liability Insurance Program
 Project Name/Number: /BICI0025

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	50/50 Consent to Settle Endorsement	BICMP01 100207		Endorsement/New Amendment/Conditions		0.00	BICMP01100207.pdf
Approved	Actuarial Services and Separate Deductible	BICMP05 680606		Endorsement/New Amendment/Conditions		0.00	BICMP05680606.pdf
Approved	Additional Contract Services Endorsement	BICMP05 650606		Endorsement/New Amendment/Conditions		0.00	BICMP05650606.pdf
Approved	Amend Bodily Injury or Property Damage Exclusion	BICMP00 930107		Endorsement/New Amendment/Conditions		0.00	BICMP00930107.pdf
Approved	Amend Cancellation/Nonrenewal Endorsement	BICMP01 210207		Endorsement/New Amendment/Conditions		0.00	BICMP01210207.pdf
Approved	Amend Defense and Settlement Clause	BICMP00 990107		Endorsement/New Amendment/Conditions		0.00	BICMP00990107.pdf
Approved	Amend Definition of Claim Endorsement	BICMP01 140207		Endorsement/New Amendment/Conditions		0.00	BICMP01140207.pdf
Approved	Amend Discrimination Exclusion	BICMP00 761006		Endorsement/New Amendment/Conditions		0.00	BICMP00761006.pdf

SERFF Tracking Number: BEAZ-125212920 State: Arkansas
 Filing Company: Beazley Insurance Company, Inc. State Tracking Number: AR-PC-07-025292
 Company Tracking Number: BICI0025-AR(F)
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability

Product Name: Miscellaneous Professional Liability Insurance Program
 Project Name/Number: /BICI0025

Approval	Description	Policy Number	Action	Amount	File Name
Approved	Amend Election of Optional Extension Period to 45 Days	BICMP00940107	Endorsement/Amendment/Conditions	0.00	Replaced Form #:0.00 Previous Filing #:
Approved	Amend Exclusion B.1 to Provide Continuity Date	BICMP00970107	Endorsement/Amendment/Conditions	0.00	BICMP00970107.pdf
Approved	Amend Exclusion D	BICMP00950107	Endorsement/Amendment/Conditions	0.00	BICMP00950107.pdf
Approved	Amend Fraud Exclusion to Delete "Nolo Contendere"	BICMP00960107	Endorsement/Amendment/Conditions	0.00	BICMP00960107.pdf
Approved	Amend Insured to Include Independent Contractors	BICMP05640506	Endorsement/Amendment/Conditions	0.00	BICMP05640506.pdf
Approved	Amend Item 1 of the Declarations	BICMP05710706	Endorsement/Amendment/Conditions	0.00	BICMP05710706.pdf
Approved	Amend Item 2.	BICMP05720706	Endorsement/Amendment/Conditions	0.00	BICMP05710706.pdf
Approved	Amend Item 5	BICMP00881206	Endorsement/Amendment/Conditions	0.00	BICMP00881206.pdf
Approved	Amend Notice of Claim to Specified Individuals	BICMP00771006	Endorsement/Amendment/Conditions	0.00	BICMP00771006.pdf
Approved	Amend Notice to	BICMP01	Endorsement New	0.00	BICMP0100

SERFF Tracking Number: BEAZ-125212920 State: Arkansas
 Filing Company: Beazley Insurance Company, Inc. State Tracking Number: AR-PC-07-025292
 Company Tracking Number: BICI0025-AR(F)
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability

Product Name: Miscellaneous Professional Liability Insurance Program
 Project Name/Number: /BICI0025

	as soon as Practicable	000107	nt/Amendment/Conditions		0107.pdf
Approved	Amend Other Insurance	BICMP01030107	Endorsement/New Amended/Conditions	0.00	BICMP01030107.pdf
Approved	Amend Regulatory Exclusion to Insured Violation	BICMP01010107	Endorsement/New Amended/Conditions	0.00	BICMP01010107.pdf
Approved	Amend Retroactive Date for Excess Limits	BICMP05620406	Endorsement/New Amended/Conditions	0.00	BICMP05620406.pdf
Approved	Amend Retroactive Date For Scheduled Entity (ies)	BICMP01240507	Endorsement/New Amended/Conditions	0.00	BICMP01240507.pdf
Approved	Amend Subsidiary Definition	BICMP010207	Endorsement/New Amended/Conditions	0.00	BICMP01130207.pdf
Approved	Amend Territory to Acts, Errors or Omissions Which Take Place in the United States	BICMP05490106	Endorsement/New Amended/Conditions	0.00	BICMP05490106.pdf
Approved	Amend Territory to Include Great Britain	BICMP05750706	Endorsement/New Amended/Conditions	0.00	BICMP05750706.pdf
Approved	Amended Bodily Injury/Property Damage Exclusion with Sublimit	BICMP05520206	Endorsement/New Amended/Conditions	0.00	BICMP05520206.pdf

<i>SERFF Tracking Number:</i>	<i>BEAZ-125212920</i>	<i>State:</i>	<i>Arkansas</i>		
<i>Filing Company:</i>	<i>Beazley Insurance Company, Inc.</i>	<i>State Tracking Number:</i>	<i>AR-PC-07-025292</i>		
<i>Company Tracking Number:</i>	<i>BICI0025-AR(F)</i>				
<i>TOI:</i>	<i>17.0 Other Liability - Claims Made/Occurrence</i>	<i>Sub-TOI:</i>	<i>17.0019 Professional Errors & Omissions Liability</i>		
<i>Product Name:</i>	<i>Miscellaneous Professional Liability Insurance Program</i>				
<i>Project Name/Number:</i>	<i>/BICI0025</i>				
Approved	Carveback to Regulatory Exclusion For Customer Claims	BICMP00791006	Endorsement/Amendment/Conditions	0.00	BICMP00791006.pdf
Approved	Claims Adjuster Endorsement	BICMP00720906	Endorsement/Amendment/Conditions	0.00	BICMP00720906.pdf
Approved	Claims Expenses Carveback to Exclusion G.	BICMP00900107	Endorsement/Amendment/Conditions	0.00	BICMP00900107.pdf
Approved	Class/Mass Action Exclusion	BICMP00710806	Endorsement/Amendment/Conditions	0.00	BICMP00710806.pdf
Approved	Clinical Trial Exclusion	BICMP05700606	Endorsement/Amendment/Conditions	0.00	BICMP05700606.pdf
Approved	Computer Information Security Coverage	BICMP01220407	Endorsement/Amendment/Conditions	0.00	BICMP01220407.pdf
Approved	Computer Information Security Coverage	BICMP01300507	Endorsement/Amendment/Conditions	0.00	BICMP01300507.pdf
Approved	Consultant Exclusion Including Aviation	BICMP05481205	Endorsement/Amendment/Conditions	0.00	BICMP05481205.pdf
Approved	Consultants Exclusion	BICMP00740906	Endorsement/Amendment/Conditions	0.00	BICMP00740906.pdf
Approved	Consultants	BICMP0551	Endorsement New	0.00	BICMP0551

SERFF Tracking Number: BEAZ-125212920 State: Arkansas
 Filing Company: Beazley Insurance Company, Inc. State Tracking Number: AR-PC-07-025292
 Company Tracking Number: BICI0025-AR(F)
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability

Product Name: Miscellaneous Professional Liability Insurance Program
 Project Name/Number: /BICI0025

	Exclusion (Without Engineering Services)	510106	nt/Amendment/Conditions		0106.pdf
Approved	Contingent Bodily Injury Property Damaged Exclusion with Sublimit and Separate Retention	BICMP00 690806	Endorsement/New Amended/Conditions	0.00	BICMP0069 0806.pdf
Approved	Copyright and Personal Injury Coverage	BICMP00 501006	Endorsement/New Amended/Conditions	0.00	BICMP0050 1006.pdf
Approved	Copyright and Personal Injury Coverage	BICMP00 801006	Endorsement/New Amended/Conditions	0.00	BICMP0080 1006.pdf
Approved	Copyright and Personal Injury Coverage	BICMP01 020107	Endorsement/New Amended/Conditions	0.00	BICMP0102 0107.pdf
Approved	Copyright and Personal Injury Coverage	BICMP05 540306	Endorsement/New Amended/Conditions	0.00	BICMP0554 0306.pdf
Approved	Defendants Reimbursement Endorsement	BICMP00 851106	Endorsement/New Amended/Conditions	0.00	BICMP0085 1106.pdf
Approved	Delay in Delivery or Performance Carveback	BICMP05 600306	Endorsement/New Amended/Conditions	0.00	BICMP0560 0306.pdf
Approved	Delete Failure to Maintain	BICMP00 781006	Endorsement/New Amended	0.00	BICMP0078 1006.pdf

SERFF Tracking Number: BEAZ-125212920 State: Arkansas
 Filing Company: Beazley Insurance Company, Inc. State Tracking Number: AR-PC-07-025292
 Company Tracking Number: BICI0025-AR(F)
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability

Product Name: Miscellaneous Professional Liability Insurance Program
 Project Name/Number: /BICI0025

Insurance Exclusion	Insurance Code	Insurance Description	Amount	Attachment
Discretionary Authority Exclusion	BICMP05550306	Endorsement/Amendment/Conditions	0.00	BICMP05550306.pdf
Downgrade Exclusion	BICMP05760706	Endorsement/Amendment/Conditions	0.00	BICMP05760706.pdf
Exclude Claims and Wrongful Acts By Scheduled Person or Entity	BICMP05570306	Endorsement/Amendment/Conditions	0.00	BICMP05570306.pdf
Exclusion for Violation of Fair Debt Collection Practices Act, Fair Credit Reporting Act, "Do Not Call" Laws	BICMP00821006	Endorsement/Amendment/Conditions	0.00	BICMP00821006.pdf
Exclusion for Violation of Fair Debt Collection Practices Act, Fair Credit Reporting Act, "Do Not Call" Laws	BICMP00871106	Endorsement/Amendment/Conditions	0.00	BICMP00871106.pdf
Exclusion for Violation of Fair Debt Collection Practices Act, Fair Credit Reporting Act,	BICMP05500106	Endorsement/Amendment/Conditions	0.00	BICMP05500106.pdf

SERFF Tracking Number: BEAZ-125212920 State: Arkansas
 Filing Company: Beazley Insurance Company, Inc. State Tracking Number: AR-PC-07-025292
 Company Tracking Number: BICI0025-AR(F)
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability

Product Name: Miscellaneous Professional Liability Insurance Program
 Project Name/Number: /BICI0025

"Do Not Call"
Laws

Approved	Fair Debt Collection Practices and Credit Reporting Acts Violations and Sublimit and Separate Retention	BICMP01 400507	Endorsement/New Amendment/Conditions	0.00	BICMP01400507.pdf
Approved	Financial Consultants Exclusion	BICMP05 121105	Endorsement/New Amendment/Conditions	0.00	BICMP05121105.pdf
Approved	First Party Security Insurance Coverage	BICMP01 290507A	Endorsement/New Amendment/Conditions	0.00	BICMP01290507A.pdf
Approved	Forensic Science and Expert Witness Services Endorsement	BICMP00 670706	Endorsement/New Amendment/Conditions	0.00	BICMP00670706.pdf
Approved	Freight Forwarders Exclusion	BICMP00 891206	Endorsement/New Amendment/Conditions	0.00	BICMP00891206.pdf
Approved	HIPAA Violation Coverage	BICMP00 831006	Endorsement/New Amendment/Conditions	0.00	BICMP00831006.pdf
Approved	Independent Contractor Endorsement	BICMP01 160207	Endorsement/New Amendment/Conditions	0.00	BICMP01160207.pdf
Approved	Insured Website Media Coverage	BICMP00 751006	Endorsement/New Amendment/Conditions	0.00	BICMP00751006.pdf

SERFF Tracking Number: BEAZ-125212920 State: Arkansas
 Filing Company: Beazley Insurance Company, Inc. State Tracking Number: AR-PC-07-025292
 Company Tracking Number: BICI0025-AR(F)
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability
 Product Name: Miscellaneous Professional Liability Insurance Program
 Project Name/Number: /BICI0025

Approval	Category	Code	Description	Amount	File Name
Approved	Internet Access/Network Security Exclusion	BICMP05 770706	Endorsement/Amendment/Conditions	0.00	BICMP0577 0706.pdf
Approved	Legal Services Exclusion	BICMP05 560306	Endorsement/Amendment/Conditions	0.00	BICMP0556 0306.pdf
Approved	Marsh Amendatory Endorsement	BICMP01 120807	Endorsement/Amendment/Conditions	0.00	BICMP0123 0807.pdf
Approved	Medical Equipment Exclusion	BICMP01 280507	Endorsement/Amendment/Conditions	0.00	BICMP0128 0507.pdf
Approved	Medical Malpractice Clinical Trial Exclusion	BICMP00 730906	Endorsement/Amendment/Conditions	0.00	BICMP0073 0906.pdf
Approved	Medical Services Exclusion	BICMP01 060107	Endorsement/Amendment/Conditions	0.00	BICMP0106 0107.pdf
Approved	Miscellaneous Professional Liability Endorsement	BICMP01 180207	Endorsement/Amendment/Conditions	0.00	BICMP0118 0207.pdf
Approved	Most Favorable Venue for Punitive Damages	BICMP01 190207	Endorsement/Amendment/Conditions	0.00	BICMP0119 0207.pdf
Approved	Multiyear Policy Endorsement (Multi Aggregate Limit of Liability) -	BICMP05 530807AR	Endorsement/Amendment/Conditions	0.00	BICMP0553 0807AR.pdf

SERFF Tracking Number: BEAZ-125212920 State: Arkansas
 Filing Company: Beazley Insurance Company, Inc. State Tracking Number: AR-PC-07-025292
 Company Tracking Number: BICI0025-AR(F)
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability

Product Name: Miscellaneous Professional Liability Insurance Program
 Project Name/Number: /BICI0025

Arkansas

Approved	Multiyear Policy Endorsement (Multiyear Policy Endorsement (Single Aggregate Limit of Liability, Prepaid Premium) (Rate Bearing)	BICMP01 310507	Endorseme New nt/Amendm ent/Condi ons	0.00	BICMP0131 0507.pdf
Approved	Mutual Choice of Defense Counsel	BICMP00 841106	Endorseme New nt/Amendm ent/Condi ons	0.00	BICMP0084 1106.pdf
Approved	Personal Injury and Advertising Injury Coverage	BICMP01 170207	Endorseme New nt/Amendm ent/Condi ons	0.00	BICMP0117 0207.pdf
Approved	Product Liability Exclusion	BICMP00 861106	Endorseme New nt/Amendm ent/Condi ons	0.00	BICMP0086 1106.pdf
Approved	Product or Process deficiency or Malfunction and Repair Recall Exclusion	BICMP01 040107	Endorseme New nt/Amendm ent/Condi ons	0.00	BICMP0104 0107.pdf
Approved	Professional Services Carveback to Exclusion K	BICMP00 910107	Endorseme New nt/Amendm ent/Condi ons	0.00	BICMP0091 0107.pdf
Approved	Professional Services Carveback to Failure to	BICMP05 740706	Endorseme New nt/Amendm ent/Condi ons	0.00	BICMP0574 0706.pdf

SERFF Tracking Number: BEAZ-125212920 State: Arkansas
 Filing Company: Beazley Insurance Company, Inc. State Tracking Number: AR-PC-07-025292
 Company Tracking Number: BICI0025-AR(F)
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability

Product Name: Miscellaneous Professional Liability Insurance Program
 Project Name/Number: /BICI0025

Maintain Insurance Exclusion					
Approved	Property Management Services Endorsement (With Ownership Interest Carveback)	BICMP05 580306	Endorsement/Amendment/Conditions	0.00	BICMP05580306.pdf
Approved	Property Management Services Endorsement (Without Ownership Interest Carveback)	BICMP05 590306	Endorsement/Amendment/Conditions	0.00	BICMP05590306.pdf
Approved	Punitive Damages Endorsement	BICMP01 150207	Endorsement/Amendment/Conditions	0.00	BICMP01150207.pdf
Approved	Representations and Severability Endorsement	BICMP05 730706	Endorsement/Amendment/Conditions	0.00	BICMP05730706.pdf
Approved	Representations by the Insured	BCMP011 20207	Endorsement/Amendment/Conditions	0.00	BICMP01120207.pdf
Approved	Scheduled Claims Exclusion	BICMP00 700806	Endorsement/Amendment/Conditions	0.00	BICMP00700806.pdf
Approved	Scheduled Person/Entity Exclusion	BICMP05 630506	Endorsement/Amendment/Conditions	0.00	BICMP05630506.pdf

SERFF Tracking Number: BEAZ-125212920 State: Arkansas
 Filing Company: Beazley Insurance Company, Inc. State Tracking Number: AR-PC-07-025292
 Company Tracking Number: BICI0025-AR(F)
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability
 Product Name: Miscellaneous Professional Liability Insurance Program
 Project Name/Number: /BICI0025

Approval	Description	Code	Endorsement/Amendment/Conditions	Amount	Attachment
Approved	Settle Within the Deductible Endorsement	BICMP01080207	Endorsement/New Amendment/Conditions	0.00	BICMP01080207.pdf
Approved	Sexual Misconduct Exclusion	BICMP00680806	Endorsement/New Amendment/Conditions	0.00	BICMP00680806.pdf
Approved	Spousal / Domestic Partner Exclusion	BICMP00920107	Endorsement/New Amendment/Conditions	0.00	BICMP00920107.pdf
Approved	Temporary Services Endorsement with Temporary Employee Coverage	BICMP05461205	Endorsement/New Amendment/Conditions	0.00	BICMP05461205.pdf
Approved	Temporary Services Endorsement with Temporary Employee Exclusion	BICMP01050107	Endorsement/New Amendment/Conditions	0.00	BICMP01050107.pdf
Approved	Third Party Administrator Exclusion	BICMP010706	Endorsement/New Amendment/Conditions	0.00	BICMP010706.pdf
Approved	Third Party Administrator Exclusion	BICMP05670606	Endorsement/New Amendment/Conditions	0.00	BICMP05670606.pdf
Approved	Title and Escrow Operations Endorsement	BICMP05660606	Endorsement/New Amendment/Conditions	0.00	BICMP05660606.pdf

SERFF Tracking Number: BEAZ-125212920 State: Arkansas
 Filing Company: Beazley Insurance Company, Inc. State Tracking Number: AR-PC-07-025292
 Company Tracking Number: BICI0025-AR(F)
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability

Product Name: Miscellaneous Professional Liability Insurance Program
 Project Name/Number: /BICI0025

Approved	Three Year Policy Endorsement (Multi Aggregate Limit of Liability, Prepaid Premium) - Arkansas	BICMP01 330807AR	Endorseme New nt/Amendm ent/Condi tions	0.00	BICMP0133 0807AR.pdf
Approved	Two Year Policy Endorsement (Multi Aggregate Limit of Liability, Prepaid Premium) - Arkansas	BICMP01 340807AR	Endorseme New nt/Amendm ent/Condi tions	0.00	BICMP0134 0807AR.pdf
Approved	Three Year Policy Endorsement (Multi Aggregate Limit of Liability, Annual Installments) - Arkansas	BICMP01 350807AR	Endorseme New nt/Amendm ent/Condi tions	0.00	BICMP0135 0807AR.pdf
Approved	Two Year Policy Endorsement (Multi Aggregate Limit of Liability, Annual Installments) - Arkansas	BICMP01 360807AR	Endorseme New nt/Amendm ent/Condi tions	0.00	BICMP0136 0807AR.pdf
Approved	Warranty of General Liability Coverage Including Products and Completed Operations	BICMP01 260507	Endorseme New nt/Amendm ent/Condi tions	0.00	BICMP0126 0507.pdf
Approved	Worldwide Coverage	BICMP01 200207	Endorseme New nt/Amendm	0.00	BICMP0120 0207.pdf

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

50/50 CONSENT TO SETTLE ENDORSEMENT

This endorsement modifies insurance provided under the following:

MISCELLANEOUS PROFESSIONAL LIABILITY INSURANCE POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

Clause **II. DEFENSE, SETTLEMENT, AND INVESTIGATION OF CLAIMS** D. is deleted in its entirety and replaced with the following:

- D. If the **Insured** shall refuse to consent to any settlement or compromise recommended by the Insurer and acceptable to the Claimant and elects to contest the **Claim**, the Insurer's liability for any **Damages** and **Claims Expenses** shall not exceed:
1. the amount for which the **Claim** could have been settled, less the remaining Deductible, plus the **Claims Expenses** incurred up to the time of such refusal, and
 2. **fifty percent (50%)** of any **Damages** and **Claims Expenses** incurred after the date such settlement or compromise was recommended to the **Insured** with the remaining fifty percent (50%) of such **Damages** and **Claims Expenses** to be borne by the **Insured** at their own risk and uninsured

or the applicable Limit of Liability, whichever is less. The portion of any proposed settlement or compromise that requires the **Insured** to cease, limit or refrain from actual or alleged infringing or otherwise injurious activity or is attributable to future royalties or other amounts that are not **Damages** shall not be considered in determining the amount for which a **Claim** could have been settled.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
Insurer: <Insurer>

ACTUARIAL SERVICES SUBLIMIT AND SEPARATE DEDUCTIBLE

This endorsement modifies insurance provided under the following:

MISCELLANEOUS PROFESSIONAL LIABILITY POLICY

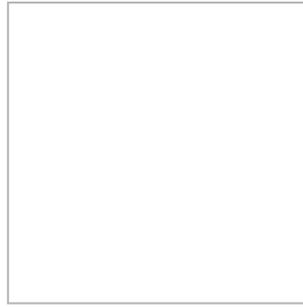
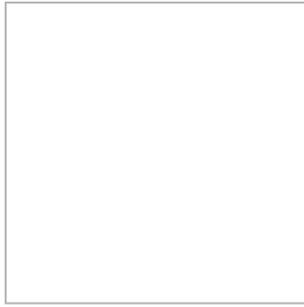
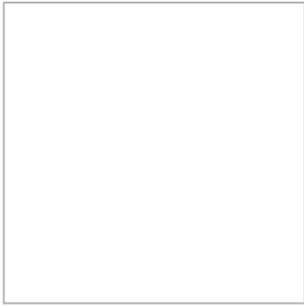
In consideration of the premium charged for the Policy, it is hereby understood and agreed that solely with respect to the performance of or failure to perform any actuarial services:

1. Item 4. of the Declarations is deleted and replaced with the following:

Item 4. Deductible: **<Actuarial Per Claim Deductible> Each Claim Deductible – includes Claims Expenses**
2. The maximum aggregate Limit of Liability for all **Damages** and **Claims Expenses** resulting from all **Claims** made against any **Insured(s)** shall be **<Actuary Sublimit>**, which amount shall be part of and not in addition to the Limit of Liability shown in Item 3.(b) of the Declarations.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative



Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
Insurer: <Insurer>

ADDITIONAL CONTRACT SERVICES ENDORSEMENT

This endorsement modifies insurance provided under the following:

MISCELLANEOUS PROFESSIONAL LIABILITY POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. In the event the **Insured** contracts with any client who requires that the **Insured** maintain errors and omissions insurance, the **Insured** shall provide written notice to the Underwriters along with any other information the Underwriters require, who will provide a quote for such coverage to the **Insured**.
2. It is a condition precedent for coverage under this Policy that the **Insured** maintain Commercial General Liability coverage with a limit of liability of at least \$1,000,000.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the “Insurer” or the “Underwriters”

AMEND BODILY INJURY / PROPERTY DAMAGE EXCLUSION (“FOR” WORDING)

This endorsement modifies insurance provided under the following:

MISCELLANEOUS PROFESSIONAL LIABILITY POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Clause IV. Exclusions C. is deleted and replaced with the following:

C. For **Bodily Injury** or **Property Damage**;

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

AMEND CANCELLATION/NONRENEWAL ENDORSEMENT

This endorsement modifies insurance provided under the following:

MISCELLANEOUS PROFESSIONAL LIABILITY INSURANCE POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. Clause **XIV. CANCELLATION/NONRENEWAL** is deleted in its entirety and replaced with the following:

This Policy may not be cancelled by any **Insured**. The Underwriters may cancel this Policy only if the **Insured** has failed to pay a premium when due.

In the event that this Policy is cancelled, notification of said cancellation will be sent to the following person ninety (90) days prior to the effective date of cancellation:

Southern Methodist University
Anita C. Hopkins
Director of Risk Management
SMU P.O. Box 750231
Dallas, TX 75275-0231

2. Clause **XXVII. SHORT RATE TABLE AND PROCEDURES** is deleted in its entirety.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

AMEND DEFENSE AND SETTLEMENT CLAUSE

This endorsement modifies insurance provided under the following:

MISCELLANEOUS PROFESSIONAL LIABILITY POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Clause II. "DEFENSE, SETTLEMENT, AND INVESTIGATION OF CLAIMS" D. is hereby deleted and replaced with:

- D. If the **Insured** refuses to consent to any settlement or compromise recommended by the Insurer and acceptable to the claimant and elects to contest the **Claim**, the Insurer's liability for any **Damages** and **Claims Expenses** shall not exceed the amount for which the **Claim** could have been settled, less the remaining Each **Claim** Deductible, plus the **Claims Expenses** incurred up to the time of such refusal, plus 50% of the difference between the amount the **Claim** could have been settled and what the **Claim** was finally settled including all additional **Damages** and **Claims Expenses** or the applicable Limit of Liability, whichever is less, and the Insurer shall have the right to withdraw from the further defense thereof by tendering control of said defense to the **Insured**.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

AMEND DEFINITION OF CLAIM ENDORSEMENT

This endorsement modifies insurance provided under the following:

MISCELLANEOUS PROFESSIONAL LIABILITY POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Clause V.C. is deleted and replaced with the following:

- C. "**Claim**" means a written demand received by any **Insured** for money or services, including the service of suit or institution of arbitration proceedings.

Multiple **Claims** arising from the same or a series of related or repeated acts, errors or omissions or from any continuing acts, errors or omissions shall be considered a single **Claim** for the purposes of this Policy, irrespective of the number of Claimants or **Insureds** involved in the **Claim**. All such **Claims** shall be deemed to have been made at the time of the first such **Claim**.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the “Insurer” or the “Underwriters”

AMEND DISCRIMINATION EXCLUSION

This endorsement modifies insurance provided under the following:

MISCELLANEOUS PROFESSIONAL LIABILITY POLICY®

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Clause IV. Exclusions R.3. is deleted and replaced with the following:

3. any actual or alleged employment-related discrimination of any kind including but not limited to age, color, race, sex, creed, national origin, marital status, sexual preference, disability or pregnancy;

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy_Number>
<Insurer> Referred to in this endorsement as either the “Insurer” or the “Underwriters”

AMEND EXCLUSION B.1. TO PROVIDE CONTINUITY DATE

This endorsement modifies insurance provided under the following:

MISCELLANEOUS PROFESSIONAL LIABILITY POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Clause IV. Exclusions B. is deleted and replaced with the following:

- B. arising out of or resulting from any act, error or omission committed prior to the inception date of this Insurance:
1. if any **Insured** on or before <Date> knew or could have reasonably for seen that such act, error or omission might be expected to be the basis of a **Claim**; or
 2. in respect of which any **Insured** has given notice of a circumstance which might lead to a **Claim** to the insurer of any other policy in force prior to the inception date of this Policy.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the “Insurer” or the “Underwriters”

AMEND EXCLUSION D. (“FOR” WORDING)

This endorsement modifies insurance provided under the following:

MISCELLANEOUS PROFESSIONAL LIABILITY POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Clause IV. Exclusions D. is deleted and replaced with the following:

- D. For any liability or obligation of the **Insured** under any contract or agreement, either oral or written, including but not limited to any warranties, representations, liquidated damages or guarantees, except and only to the extent the **Insured** would have been liable in the absence of such contract or agreement;

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the “Insurer” or the “Underwriters”

AMEND FRAUD EXCLUSION TO DELETE “NOLO CONTENDERE”

This endorsement modifies insurance provided under the following:

MISCELLANEOUS PROFESSIONAL LIABILITY POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Clause IV. Exclusions A. is amended by deleting the phrase “or a plea of *nolo contendere* or no contest regarding such conduct” therefrom.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
Insurer: <Insurer>

AMEND INSURED TO INCLUDE INDEPENDENT CONTRACTORS

This endorsement modifies insurance provided under the following:

MISCELLANEOUS PROFESSIONAL LIABILITY POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Clause III. The Insured and the Insured Organization is amended to include any independent contractor who performs **Professional Services** on behalf of the **Insured** pursuant to a written contract or agreement.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
Insurer: <Insurer>

AMEND ITEM 1 OF THE DECLARATIONS

This endorsement modifies insurance provided under the following:

MISCELLANEOUS PROFESSIONAL LIABILITY POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Item 1. of the Declarations is deleted and replaced with the following:

Item 1. **Named Insured:**

 <Amend_InsuredName>

Address:

 <Amend_InsuredAddress>

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
Insurer: <Insurer>

AMEND ITEM 1 OF THE DECLARATIONS

This endorsement modifies insurance provided under the following:

MISCELLANEOUS PROFESSIONAL LIABILITY POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Item 1. of the Declarations is deleted and replaced with the following:

Item 1. **Named Insured:**

 <Amend_InsuredName>

Address:

 <Amend_InsuredAddress>

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the “Insurer” or the “Underwriters”

AMEND ITEM 5.

This endorsement modifies insurance provided under the following:

MISCELLANEOUS PROFESSIONAL LIABILITY POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Item 5. of the Declarations is deleted and replaced with the following:

Item 5. Premium **\$<Premium>**

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

AMEND NOTICE OF CLAIM TO SPECIFIED INDIVIDUALS

This endorsement modifies insurance provided under the following:

MISCELLANEOUS PROFESSIONAL LIABILITY POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Clause IX.A. is deleted and replaced with the following:

- A. If any **Claim** is made against the **Insured**, the **Insured** shall upon knowledge of a director, officer, office of risk management or general counsel immediately forward to the Insurer through persons named in Item 8.(a) of the Declarations written notice of such **Claim** in the form of telecopy, or express or certified mail together with every demand, notice, summons or other process received the **Insured** or the **Insured's** representative.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the “Insurer” or the “Underwriters”

AMEND NOTICE TO AS SOON AS PRACTICABLE

This endorsement modifies insurance provided under the following:

MISCELLANEOUS PROFESSIONAL LIABILITY POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Clause IX. “NOTICE OF CLAIM, OR CIRCUMSTANCES THAT MIGHT LEAD TO A CLAIM” A. is hereby deleted and replaced with:

- A. If any **Claim** is made against the **Insured**, the **Insured** shall as soon as practicable forward to the Insurer through persons named in Item 8.(a) of the Declarations written notice of such **Claim** in the form of telecopy, or express or certified mail together with every demand, notice, summons or other process received by the **Insured** or the **Insured’s** representative.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the “Insurer” or the “Underwriters”

AMEND OTHER INSURANCE

This endorsement modifies insurance provided under the following:

MISCELLANEOUS PROFESSIONAL LIABILITY POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Clause XII. Other Insurance. is deleted and replaced with the following:

XII. OTHER INSURANCE

This Insurance shall apply in excess of any other valid and collectible insurance available to any **Insured**, including any self insured retention or deductible portion thereof unless such other insurance is written only as specific excess insurance over the Limit of Liability of this Policy.

With regard to coverage afforded under policy **<Other Policy Number>** issued by **<Other Carrier>** this Insurance will apply excess over the Limit of Liability of that policy for any **Insured**.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the “Insurer” or the “Underwriters”

AMEND REGULATORY EXCLUSIONS TO INSURED VIOLATION

This endorsement modifies insurance provided under the following:

MISCELLANEOUS PROFESSIONAL LIABILITY POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Clause IV. Exclusions H., L., M., R.2. and R.4. shall only apply to the **Insured's** violation of the laws or statutes stated therein.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
Insurer: <Insurer>

AMENDED RETROACTIVE DATE FOR EXCESS LIMITS

This endorsement modifies insurance provided under the following:

MISCELLANEOUS PROFESSIONAL LIABILITY POLICY

In consideration of the premium charged, it is hereby understood and agreed that with respect to <Excess Limit> excess of <Original Aggregate_Limit> of the Limit of Liability as set forth in Item 3 of the Declarations, Item 6 of the Declarations is deleted and replaced with the following:

Item 6. Retroactive Date: <Special Retroactive Date>

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
Insurer: <Insurer>

AMEND RETROACTIVE DATE FOR SCHEDULED ENTITY(IES)

This endorsement modifies insurance provided under the following:

MISCELLANEOUS PROFESSIONAL LIABILITY POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the retroactive date set forth in Item 6. of the Declarations is deleted and replaced with the following with respect to each of the following entity(ies):

Item 6. Retroactive Date:

Entity

Retroactive Date

<Entity Name(s)>

<Retroactive Date(s)>

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

AMEND SUBSIDIARY DEFINITION

This endorsement modifies insurance provided under the following:

MISCELLANEOUS PROFESSIONAL LIABILITY POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Clause V.I. is deleted and replaced with the following:

- I. "**Subsidiary**" means any corporate entity in which the Named Insured listed on the Declarations page has a controlling interest on the inception date of this Policy, or:
1. was so controlled prior to the inception date of this Policy and was insured under a policy issued by the Underwriters of which this Policy is a renewal;
 2. becomes so controlled after the inception date of this Policy provided the revenues of the entity do not exceed <10 Percent> of the Named Insured's Annual Revenues as set forth in their most recent **Application**; or
 3. becomes so controlled after the inception date of this Policy provided that if the revenues of the entity exceed <10 Percent> of the Named Insured's Annual Revenues as set forth in their most recent **Application**, the provisions of Clause XV., Mergers and Acquisitions, must be fulfilled.

Provided that this Policy only provides coverage for negligent acts, errors or omissions taking place while the corporate entity is so owned by the Named Insured listed on the Declarations page.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
Insurer: <Insurer>

AMEND TERRITORY TO ACTS, ERRORS OR OMISSIONS WHICH TAKE PLACE IN THE UNITED STATES

This endorsement modifies insurance provided under the following:

MISCELLANEOUS PROFESSIONAL LIABILITY POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Section XXII. Territory is deleted and replaced with the following:

XXII. Territory

This Insurance applies to negligent acts, errors or omissions which take place in the United States of America its territories or possessions, or Canada provided the **Claim** is first made against the **Insured** within the United States of America, its territories or possessions, or Canada during the **Policy Period** or **Optional Extension Period** purchased in accordance with Section X.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
Insurer: <Insurer>

AMEND TERRITORY TO INCLUDE GREAT BRITAIN

This endorsement modifies insurance provided under the following:

MISCELLANEOUS PROFESSIONAL LIABILITY POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Clause XX. Territory is deleted and replaced with the following:

XX. Territory

This insurance applies to negligent acts, errors or omissions which take place anywhere in the world provided the **Claim** is first made against the **Insured** within the United States of America, its territories or possessions, Canada or Great Britain during the **Policy Period** or **Optional Extension Period** purchased in accordance with Clause X.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
Insurer: <Insurer>

AMENDED BODILY INJURY/PROPERTY DAMAGE EXCLUSION WITH SUBLIMIT

This endorsement modifies insurance provided under the following:

MISCELLANEOUS PROFESSIONAL LIABILITY POLICY

In consideration of the premium charged for this Policy, it is hereby understood and agreed that:

1. Clause IV. EXCLUSION C. is deleted in its entirety and replaced with the following:
 - C. For or arising out of **Bodily Injury** or **Property Damage**; provided, this exclusion shall not apply to any **Claim** arising directly out of any negligent act, error or omission of the **Insured** in rendering or failing to render Professional Services as stated in Item 9 of the Declarations;

2. The maximum aggregate Limit of Liability for all **Damages** and **Claims Expenses** resulting from all **Claims**, made against any **Insured(s)** based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any **Bodily Injury** or **Property Damage** shall be <Sublimit>, which amount shall be part of and not in addition to the Limit of Liability shown in Item 3.(b) of the Declarations.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the “Insurer” or the “Underwriters”

CARVEBACK TO REGULATORY EXCLUSION FOR CUSTOMER CLAIMS

This endorsement modifies insurance provided under the following:

MISCELLANEOUS PROFESSIONAL LIABILITY POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Clause IV. Exclusions I. shall not apply to a **Claim** brought by a governmental entity in its capacity as a customer or client of the **Insured**.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
Insurer: <Insurer>

CLAIMS ADJUSTER ENDORSEMENT

This endorsement modifies insurance provided under the following:

MISCELLANEOUS PROFESSIONAL LIABILITY POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Clause IV. Exclusions T. is deleted and replaced with the following:

- T. For or arising out of:
 - 1. any refusal or intentional failure to pay or intentional delay in paying all or part of any benefit or payment due or alleged to be due under any insurance contract, bond or any benefit plan; or
 - 2. the commingling of any money, monetary instrument, funds or securities;

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

CLAIMS EXPENSES CARVEBACK TO EXCLUSION G.

This endorsement modifies insurance provided under the following:

MISCELLANEOUS PROFESSIONAL LIABILITY POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Clause IV. Exclusions G. shall not apply to **Claims Expenses**.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

CLASS/MASS ACTION EXCLUSION

This endorsement modifies insurance provided under the following:

MISCELLANEOUS PROFESSIONAL LIABILITY POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the coverage under this Insurance does not apply to **Damages** or **Claims Expenses** in connection with or resulting from any **Claim** brought or maintained by or on behalf of, or for the benefit of:

- a. three or more natural persons who are acting in concert, whether or not such natural persons are represented by one or more legal counsel; or
- b. more than one natural persons if any of such natural persons are alleging systemic acts, errors or omissions and are seeking monetary relief on behalf of a class (whether certified or not) or group of complainants in order to resolve such **Claim**, whether or not such natural persons are represented by one or more legal counsel.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
Insurer: <Insurer>

CLINICAL TRIAL EXCLUSION

This endorsement modifies insurance provided under the following:

MISCELLANEOUS PROFESSIONAL LIABILITY POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the coverage under this Insurance does not apply to **Damages** or **Claims Expenses** in connection with or resulting from any **Claim** for, arising out of or resulting from:

1. any clinical trials or other clinical or laboratory research or services rendered by or on behalf of the **Insured**, or
2. any research or services rendered by or on behalf of the **Insured** in connection with the development, manufacturing, handling, distributing, selling or disposing of another's healthcare products; or
3. any healthcare and other consulting services rendered by or on behalf of the **Insured** in connection with clinical trials or other clinical or laboratory research or services.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

COMPUTER INFORMATION SECURITY COVERAGE

This endorsement modifies insurance provided under the following:

MISCELLANEOUS PROFESSIONAL LIABILITY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

7. The following is added to Clause I., Insuring Clause:

COMPUTER INFORMATION SECURITY LIABILITY

To pay on behalf of any **Insured**:

1. **Damages and Claims Expenses**, in excess of the Each **Claim** Deductible, which the **Insured** shall become legally obligated to pay because of any **Claim** first made against any **Insured** and reported to Underwriters during the **Policy Period** or **Optional Extension Period** (if applicable) for:

- A. theft or unauthorized disclosure or use of a **Data Asset** stored on **Computer Systems**, including theft of a **Data Asset** containing **Personally Identifiable Non-Public Information** that results identity theft or other misuse of such **Data Asset**;
- B. the alteration, corruption, destruction, deletion, or damage to a **Data Asset** stored on **Computer Systems**; or
- C. the failure to prevent transmission of **Malicious Code** from **Computer Systems** to third party computer systems;

that directly results from a failure of **Computer Security** to prevent a **Security Breach**. Such **Security Breach** must take place on or after the Retroactive Date listed in item 6. of the Declarations and before the end of the **Policy Period**.

2. **Damages and Claims Expenses**, in excess of the **Deductible**, which the **Insured** shall become legally obligated to pay because of any **Claim** first made against any **Insured** and reported to Underwriters during the **Policy Period** or **Optional Extension Period** (if applicable) for the theft of a **Data Asset** stored on the **Insured Organization's** hardware or data storage media that was physically stolen by a person other than an **Insured** from a premises occupied and controlled by the **Insured Organization**.

Such theft must take place on or after the **Retroactive Date** and before the end of the **Policy Period**.

3. Solely with regard to this endorsement, item 6. of the Declarations is deleted and replaced with:

Item 6. Retroactive Date <Retroactive Date for Computer Info Security>

2. For the purposes of this endorsement the following are added to Clause V. Definitions:

1. **Computer Security** means software or computer or network hardware devices, the function or purpose of which is to prevent **Unauthorized Access**, **Unauthorized Use**, a **Denial of Service Attack** against **Computer Systems**, infection of **Computer Systems** by **Malicious Code** or transmission of **Malicious Code** from **Computer Systems**. **Computer Security** includes anti-virus and intrusion detection software, firewalls and electronic systems that provide access control to **Computer Systems** through the use of passwords, biometric or similar identification of authorized users.
2. **Computer Systems** means computers and associated input and output devices, data storage devices, networking equipment, and back up facilities:
 - A. operated by and either owned by or leased to the Insured Organization;
 - B. operated by a third party service provider and used for the purpose of providing hosted computer application services to the Insured Organization or for processing, maintaining, hosting or storing the Insured Organization's electronic data, pursuant to written contract with the Insured Organization for such services; and
3. **Data Asset** means any software or electronic data that exists in **Computer Systems** and that is subject to regular back up procedures, including computer programs, applications, account information, customer information, private or personal information, marketing information, financial information and any other information necessary for use in the **Insured Organization's** ordinary course of business.
4. **Denial of Service Attack** means an attack intended by the perpetrator to overwhelm the capacity of a **Computer System** by sending an excessive volume of electronic data to such **Computer System** in order to prevent authorized access to such **Computer System**.
5. **Malicious Code** means any virus, Trojan horse, worm or other similar software program, code or script intentionally designed to insert itself into computer memory or onto a computer disk and spread itself from one computer to another.
6. **Personally Identifiable Non-Public Information** means information that permits the unique identification of an individual, such as a combination of the person's name, telephone number, and/or social security number, as well as any of the following information about such individual:
 - A. information concerning the individual that constitutes "nonpublic personal information" as defined in the Gramm-Leach Bliley Act of 1999, as amended, and regulations issued pursuant to the Act;
 - B. medical or health care information concerning the individual, including "protected health information" as defined in the Health Insurance Portability and Accountability Act of 1996, as amended, and regulations issued pursuant to the Act; or
 - C. the individual's drivers license or state identification number, address, credit, debit or other financial account numbers and associated security codes, access codes, passwords or pins that allows access to the individual's financial account information.
7. **Security Breach** means **Unauthorized Access** or **Unauthorized Use** of **Computer Systems**, a **Denial of Service Attack** against **Computer Systems**, infection of **Computer Systems** by **Malicious Code** or transmission of **Malicious Code** from **Computer Systems**, whether any of the foregoing is specifically targeted attack or a generally distributed attack. A series of continuing **Security Breaches**, related or repeated **Security Breaches**, or multiple **Security Breaches** resulting from a failure of **Computer Security** shall be considered a single **Security Breach** and be deemed to have occurred at the time of the first such **Security Breach**.

8. **Unauthorized Access** means the gaining of access to **Computer Systems** by an unauthorized person or persons.
 9. **Unauthorized Use** means the use of **Computer Systems** by an unauthorized person or persons or a person with authorized access in an unauthorized manner.
3. Clause IV. Exclusions, N is amended to add the following to the end of the sentence:
- provided that this exclusion shall not apply to an otherwise covered **Claim** under this endorsement by an employee of the **Insured Organization**
4. Clause IV. Exclusions is amended to include the following:
1. Arising out of or resulting from:
 - A. any failure or malfunction of electrical or telecommunications infrastructure or services, provided that this exclusion shall not apply to any otherwise covered **Claim** or **Loss** arising out of failure of **Computer Security** to prevent a **Security Breach** that was solely caused by a failure or malfunction of telecommunications infrastructure or services under the **Insured Organization's** direct operational control;
 - B. fire, flood, earthquake, volcanic eruption, explosion, lighting, wind, hail, tidal wave, landslide, act of God or other physical event; or
 - C. any satellite failures;but only with respect to this endorsement;
5. Solely with respect to this endorsement, Clause IV. Exclusions, A is deleted and replaced with:
1. Against any individual Insured if the **Claim** arises out of or results from any criminal, dishonest, fraudulent, or malicious act, error or omission, any **Security Breach**, Extortion Threat, intentional violation of a Privacy Policy, or intentional or knowing violation of the law, if committed by such Insured or by others if the Insured colluded or participated in any such conduct or activity;
 2. Against the **Insured Organization** if the **Claim** or arises out of or results from any criminal, dishonest, fraudulent, or malicious act, error or omission, any **Security Breach**, Extortion Threat, intentional violation of a Privacy Policy, or intentional or knowing violation of the law, if committed by any of the **Insured Organization's** principals, directors, officers, Managers, partners, or trustees or any person in participation or collusion with any of the **Insured Organization's** principals, directors, officers, Managers, partners, or trustees;
 3. Arising out of or resulting from:
 - A. the failure of **Computer Systems** or **Data Assets** to be protected by **Computer Security** equal to or superior to that disclosed in response to specific questions in the **Application** for Insurance relating to **Computer Security**, including access protection, intrusion detection, data back up procedures, **Malicious Code** protection, software product updates and releases, patch protection, and data encryption; or
 - B. the failure to use best efforts to install commercially available software product updates and releases, or to apply security related software patches, to computers and other components of the **Insured Organization's Computer Systems**;

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

COMPUTER INFORMATION SECURITY AND PRIVACY COVERAGE

This endorsement modifies insurance provided under the following:

MISCELLANEOUS PROFESSIONAL LIABILITY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. The following is added to Item 3 of the Declarations:

\$<Privacy Notification Costs> Aggregate for the **Policy Period** for all **Privacy Violation Costs** covered under 2.B.4. of this endorsement.

The above sublimit of liability is part of, and not in addition to, the overall limit of liability referred to in Item 3 of the Declarations.

2. The following is added to Clause I., Insuring Clause:

A. COMPUTER INFORMATION SECURITY LIABILITY

To pay on behalf of any **Insured**:

1. **Damages and Claims Expenses**, in excess of the Each **Claim** Deductible, which the **Insured** shall become legally obligated to pay because of any **Claim** first made against any **Insured** and reported to Underwriters during the **Policy Period** or **Optional Extension Period** (if applicable) for:

- A. theft or unauthorized disclosure or use of a **Data Asset** stored on **Computer Systems**, including theft of a **Data Asset** containing **Personally Identifiable Non-Public Information** that results identity theft or other misuse of such **Data Asset**;
- B. the alteration, corruption, destruction, deletion, or damage to a **Data Asset** stored on **Computer Systems**; or
- C. the failure to prevent transmission of **Malicious Code** from **Computer Systems** to third party computer systems;

that directly results from a failure of **Computer Security** to prevent a **Security Breach**. Such **Security Breach** must take place on or after the Retroactive Date listed in item 6. of the Declarations and before the end of the **Policy Period**.

2. **Damages and Claims Expenses**, in excess of the **Deductible**, which the **Insured** shall become legally obligated to pay because of any **Claim** first made against any **Insured** and reported to Underwriters during the **Policy Period** or **Optional Extension Period** (if applicable) for the theft of a **Data Asset** stored on the **Insured Organization's** hardware or data storage media that was physically stolen by a person other than an **Insured** from a premises occupied and controlled by the **Insured Organization**.

Such theft must take place on or after the **Retroactive Date** and before the end of the **Policy Period**.

3. Solely with regard to 1.A. of this endorsement, item 6. of the Declarations is deleted and replaced with:

Item 6. Retroactive Date <Retroactive Date for Computer Info Security>

B. PRIVACY LIABILITY

To pay on behalf of the **Insured**:

Damages and Claims Expenses, in excess of the **Retention**, which the **Insured** shall become legally obligated to pay because of any **Claim**, including a **Claim** for violation of a privacy law, first made against any **Insured** and reported to Underwriters during the **Policy Period** or **Optional Extension Period** (if applicable) for:

1. theft of **Personally Identifiable Non-Public Information** that is in the care, custody or control of the **Insured Organization**, or an independent contractor that is holding, processing, or transferring such information on behalf of the **Insured Organization**, provided such theft takes place on or after the **Retroactive Date** and before the end of the **Policy Period**;
2. the **Insured Organization's** failure to timely disclose a **Security Breach** in violation of any **Breach of Notice Law**; provided such **Security Breach** must take place on or after the **Retroactive Date** and before the end of the **Policy Period**;
3. failure by the **Insured** to comply with that part of a **Privacy Policy** that specifically:
 - a. prohibits or restricts the **Insured Organization's** disclosure, sharing or selling of a person's **Personally Identifiable Non-Public Information**;
 - b. requires the **Insured Organization** to provide access to **Personally Identifiable Non-Public Information** or to correct incomplete or inaccurate **Personally Identifiable Non-Public Information** after a request is made by a person; or
 - c. mandates procedures and requirements to prevent the loss of **Personally Identifiable Non-Public Information**;

provided the acts, errors or omissions that constitute such failure to comply with a **Privacy Policy** must take place on or after the **Retroactive Date** and before then end of the **Policy Period**, and the **Insured Organization** must, at the time of such acts, errors or omissions have in force a **Privacy Policy** that addresses those subsections above that are relevant to such **Claim**.

4. Notification Costs

To indemnify the Named Insured for:

Privacy Violation Costs incurred by the **Insured Organization** with Underwriters prior consent arising out of its requirement to comply with a **Breach of Notice Law** resulting from an incident described in B.1, B.2. or B.3. above that takes place on or after the Retroactive Date and before the end of the **Policy Period**; provided such incident must be reported to Underwriters during the **Policy Period** or **Optional Extension Period**, if applicable.

Privacy Violation Costs means costs attributable to providing notification in compliance with a **Breach of Notice Law** and associated legal expenses.

5. Solely with regard to 1.B. of this endorsement, item 6. of the Declarations is deleted and replaced with:

Item 6. Retroactive Date <Retroactive Date for Computer Info Security>

2. For the purposes of this endorsement the following are added to Clause V. Definitions:

1. **Breach Notice Law** means any state, federal or foreign statute or regulation that requires notice to persons whose **Personally Identifiable Non-public Information** was accessed or may reasonably have been accessed by an unauthorized person.
2. **Computer Security** means software or computer or network hardware devices, the function or purpose of which is to prevent **Unauthorized Access, Unauthorized Use, a Denial of Service Attack** against **Computer Systems**, infection of **Computer Systems** by **Malicious Code** or transmission of **Malicious Code** from **Computer Systems**. **Computer Security** includes anti-virus and intrusion detection software, firewalls and electronic systems that provide access control to **Computer Systems** through the use of passwords, biometric or similar identification of authorized users.
3. **Computer Systems** means computers and associated input and output devices, data storage devices, networking equipment, and back up facilities:
 - A. operated by and either owned by or leased to the Insured Organization;
 - B. operated by a third party service provider and used for the purpose of providing hosted computer application services to the Insured Organization or for processing, maintaining, hosting or storing the Insured Organization's electronic data, pursuant to written contract with the Insured Organization for such services; and
4. **Data Asset** means any software or electronic data that exists in **Computer Systems** and that is subject to regular back up procedures, including computer programs, applications, account information, customer information, private or personal information, marketing information, financial information and any other information necessary for use in the **Insured Organization's** ordinary course of business.
5. **Denial of Service Attack** means an attack intended by the perpetrator to overwhelm the capacity of a **Computer System** by sending an excessive volume of electronic data to such **Computer System** in order to prevent authorized access to such **Computer System**.
6. **Malicious Code** means any virus, Trojan horse, worm or other similar software program, code or script intentionally designed to insert itself into computer memory or onto a computer disk and spread itself from one computer to another.
7. **Personally Identifiable Non-Public Information** means information that permits the unique identification of an individual, such as a combination of the person's name, telephone number, and/or social security number, as well as any of the following information about such individual:
 - A. information concerning the individual that constitutes "nonpublic personal information" as defined in the Gramm-Leach Bliley Act of 1999, as amended, and regulations issued pursuant to the Act;
 - B. medical or health care information concerning the individual, including "protected health information" as defined in the Health Insurance Portability and

Accountability Act of 1996, as amended, and regulations issued pursuant to the Act; or

- C. the individual's drivers license or state identification number, address, credit, debit or other financial account numbers and associated security codes, access codes, passwords or pins that allows access to the individual's financial account information.
8. **Privacy Policy** means the internal or publicly accessible written documents that set forth the **Insured Organization's** policies, standards and procedures for collection, use, disclosure, sharing, dissemination and correction or supplementation of, and access to, **Personally Identifiable Non-Public Information**.
9. **Security Breach** means **Unauthorized Access** or **Unauthorized Use of Computer Systems**, a **Denial of Service Attack** against **Computer Systems**, infection of **Computer Systems** by **Malicious Code** or transmission of **Malicious Code** from **Computer Systems**, whether any of the foregoing is specifically targeted attack or a generally distributed attack. A series of continuing **Security Breaches**, related or repeated **Security Breaches**, or multiple **Security Breaches** resulting from a failure of **Computer Security** shall be considered a single **Security Breach** and be deemed to have occurred at the time of the first such **Security Breach**.
- a. **Unauthorized Access** means the gaining of access to **Computer Systems** by an unauthorized person or persons.
 - b. **Unauthorized Use** means the use of **Computer Systems** by an unauthorized person or persons or a person with authorized access in an unauthorized manner.
3. Clause IV. Exclusions, N is amended to add the following to the end of the sentence:
- provided that this exclusion shall not apply to an otherwise covered **Claim** under this endorsement by an employee of the **Insured Organization**
4. Clause IV. Exclusions is amended to include the following:
- 1. Arising out of or resulting from:
 - 1. any failure or malfunction of electrical or telecommunications infrastructure or services, provided that this exclusion shall not apply to any otherwise covered **Claim** or **Loss** arising out of failure of **Computer Security** to prevent a **Security Breach** that was solely caused by a failure or malfunction of telecommunications infrastructure or services under the **Insured Organization's** direct operational control;
 - 2. fire, flood, earthquake, volcanic eruption, explosion, lighting, wind, hail, tidal wave, landslide, act of God or other physical event; or
 - 3. any satellite failures;but only with respect to this endorsement;
 - 4. Arising out of or resulting from any trading losses or trading liabilities; monetary value of any electronic fund transfers or transactions by or on behalf of the Insured which is lost, diminished, or damaged during transfer from, into or between accounts;

5. Arising out of or resulting from any seizure, nationalization, confiscation, or destruction of Computer Systems or Data Assets by order of any governmental or public authority;
6. Arising out of or resulting from any actual or alleged obligation to make licensing fee or royalty payments, including but not limited to the amount or timeliness of such payments;
7. For or arising out of or resulting from any costs or expenses incurred or to be incurred by the Insured or others for the reprinting, reposting, recall, removal or disposal of any Electronic Content or any other information, content or media, including any media or products containing such Electronic Content, information, content or media;
8. Arising out of or resulting from:
 - a. any failure or malfunction of electrical or telecommunications infrastructure or services, provided that this exclusion shall not apply to any otherwise covered Claim or Loss arising out of failure of Computer Security to prevent a Security Breach that was solely caused by a failure or malfunction of telecommunications infrastructure or services under the Insured Organization's direct operational control;
 - b. fire, flood, earthquake, volcanic eruption, explosion, lighting, wind, hail, tidal wave, landslide, act of God or other physical event; or
 - c. any satellite failures;
9. Arising out of or resulting from any actual or alleged defects in any goods, services or products sold, licensed, supplied, offered for sale, repaired, altered, manufactured, installed or maintained by the **Insured** or by any persons or entities acting on behalf of the **Insured**;
10. Arising out of or resulting from:
 - a. the collection or acquisition of **Personally Identifiable Non-Public Information** by any means, the failure to provide notice of the collection or use of **Personally Identifiable Non-Public Information**, or the failure to provide individuals with the ability to assent to or withhold assent (e.g. opt-in or opt-out) from the collection or use of **Personally Identifiable Non-Public Information**;
 - b. the distribution of unsolicited email, direct mail, or facsimiles;
 - c. wire tapping, audio or video recording; or
 - d. telemarketing;
11. Arising out of or resulting from any act, error, omission, failure of **Computer Security**, or **Security Breach** committed or occurring prior to the inception date of this Policy:
 - a. if any **Insured** on or before the inception date knew or could have reasonably foreseen that such act, error or omission, failure of **Computer Security**, or **Security Breach** might be expected to be the basis of a **Claim, Loss** or **Extortion Threat**; or
 - b. in respect of which any **Insured** has given notice of a circumstance which might lead to a **Claim, Extortion Threat** or **Loss** to the insurer of any other policy in force prior to the inception date of this Policy;

12. Arising out of any related or continuing acts, errors, omissions, Extortion Threats, or Security Breaches, where the first such act, error, omission or failure or breach was committed or occurred prior to the Retroactive Date;
13. Brought by or on behalf of any intellectual property licensing bodies or organizations, including but not limited to, the American Society of Composers, Authors and Publishers, the Society of European Stage Authors and Composers or Broadcast Music, Inc.;
14. Brought by or on behalf of the Federal Trade Commission, the Federal Communications Commission, or any other state, federal, local or foreign governmental entity, in such entity's regulatory or official capacity;
15. Arising out of or resulting from:
 - a. the failure of **Computer Systems** or **Data Assets** to be protected by **Computer Security** equal to or superior to that disclosed in response to specific questions in the **Application** for Insurance relating to **Computer Security**, including access protection, intrusion detection, data back up procedures, **Malicious Code** protection, software product updates and releases, patch protection, and data encryption; or
 - b. the failure to use best efforts to install commercially available software product updates and releases, or to apply security related software patches, to computers and other components of the Insured Organization's **Computer Systems**;
16. Arising out of or resulting from any trading losses or trading liabilities; monetary value of any electronic fund transfers or transactions by or on behalf of the **Insured** which is lost, diminished, or damaged during transfer from, into or between accounts; or the value of coupons, price discounts, prizes, awards, or any other valuable consideration given in excess of the total contracted or expected amount;
17. Notwithstanding any provision to the contrary within this Insurance or any endorsement thereto, it is agreed that this Insurance excludes Loss, cost, or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the Loss;
 - a. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
 - b. any act of terrorism.

For the purpose of this Policy, an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This exclusion also excludes Loss, cost, or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to 1. or 2. above. If the Underwriters allege that by reason of this exclusion, any Loss, cost or expense is not covered by this Insurance, the burden of proving the contrary shall be upon the Insured. In the event any

portion of this paragraph V.DD is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

5. Solely with respect to this endorsement, Clause IV. Exclusions, A is deleted and replaced with:
 1. Against any individual Insured if the **Claim** arises out of or results from any criminal, dishonest, fraudulent, or malicious act, error or omission, any **Security Breach**, Extortion Threat, intentional violation of a Privacy Policy, or intentional or knowing violation of the law, if committed by such Insured or by others if the Insured colluded or participated in any such conduct or activity;
 2. Against the **Insured Organization** if the **Claim** or arises out of or results from any criminal, dishonest, fraudulent, or malicious act, error or omission, any **Security Breach**, Extortion Threat, intentional violation of a Privacy Policy, or intentional or knowing violation of the law, if committed by any of the **Insured Organization's** principals, directors, officers, Managers, partners, or trustees or any person in participation or collusion with any of the **Insured Organization's** principals, directors, officers, Managers, partners, or trustees;
 3. Arising out of or resulting from:
 - A. the failure of **Computer Systems** or **Data Assets** to be protected by **Computer Security** equal to or superior to that disclosed in response to specific questions in the **Application** for Insurance relating to **Computer Security**, including access protection, intrusion detection, data back up procedures, **Malicious Code** protection, software product updates and releases, patch protection, and data encryption; or
 - B. the failure to use best efforts to install commercially available software product updates and releases, or to apply security related software patches, to computers and other components of the **Insured Organization's Computer Systems**;

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
Insurer: <Insurer>

CONSULTANT EXCLUSION INCLUDING AVIATION

This endorsement modifies insurance provided under the following:

MISCELLANEOUS PROFESSIONAL LIABILITY POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the coverage under this Insurance does not apply to **Damages** or **Claims Expenses** in connection with or resulting from any **Claim** arising out of or resulting from:

1. any service where the **Insured** has been given any discretionary authority to make and/or implement decisions;
2. any financial auditing, accounting, architectural, actuarial or engineering services;
3. any legal services, including, but not limited to:
 - a. services performed for others which by law can only be performed by licensed attorneys; regardless of whether any such services were performed by a licensed attorney;
 - b. services performed for others by a licensed attorney as an administrator, conservator, executor, trustee, guardian or committee or in any similar fiduciary capacity incidental to the practice of law; and
 - c. services performed for others by a licensed attorney as a notary public;
4. any advice relating to investments and/or mergers or acquisitions;
5. the performance of, or failure to perform, Professional Services in connection with any entity engaged in the manufacture, sale or advertising of any tobacco products or firearms;
6. any nuclear waste, nuclear facility, nuclear systems, nuclear weapons, or any products or services related thereto;
7. any air traffic control facility, or any products or services related thereto;
8. any weapons systems, or any products or services related thereto;
9. violation of any Federal Aviation Administration rule or regulation, or any **Claim** brought by or on behalf of the Federal Aviation Administration; or
10. any **Bodily Injury** or **Property Damage** from any aircraft malfunction, error, defect, accident or crash regardless of the reason for such malfunction, error, defect, accident or crash.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the “Insurer” or the “Underwriters”

CONSULTANTS EXCLUSION

This endorsement modifies insurance provided under the following:

MISCELLANEOUS PROFESSIONAL LIABILITY INSURANCE POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the coverage under this Insurance does not apply to **Damages** or **Claims Expenses** in connection with or resulting from any **Claim** arising out of or resulting from:

1. any financial auditing, accounting, or actuarial services or services as a licensed architect or licensed engineer involved in the sealing or stamping of drawings or documents;
2. any legal services, including, but not limited to:
 - a. services performed for others which by law can only be performed by licensed attorneys; regardless of whether any such services were performed by a licensed attorney;
 - b. services performed for others by a licensed attorney as an administrator, conservator, executor, trustee, guardian or committee or in any similar fiduciary capacity incidental to the practice of law; and
 - c. services performed for others by a licensed attorney as a notary public;
3. any advice relating to investments and/or mergers or acquisitions;
4. the performance of, or failure to perform, Professional Services in connection with any entity engaged in the manufacture, sale or advertising of any tobacco products or firearms;
5. any nuclear waste, nuclear facility, nuclear systems, or nuclear weapons, provided, that this exclusion 5. shall not apply to non-nuclear Professional Services performed at nuclear facilities or nuclear systems; or
6. any weapons systems; it is agreed that the term “weapons systems” does not include weapon simulators used for training purposes.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
Insurer: <Insurer>

CONSULTANTS EXCLUSION (WITHOUT ENGINEERING SERVICES)

This endorsement modifies insurance provided under the following:

MISCELLANEOUS PROFESSIONAL LIABILITY POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the coverage under this Insurance does not apply to **Damages** or **Claims Expenses** in connection with or resulting from any **Claim** arising out of or resulting from:

1. any service where the **Insured** has been given any discretionary authority to make and/or implement decisions;
2. any financial auditing, accounting, architectural or actuarial;
3. any legal services, including, but not limited to:
 - a. services performed for others which by law can only be performed by licensed attorneys; regardless of whether any such services were performed by a licensed attorney;
 - b. services performed for others by a licensed attorney as an administrator, conservator, executor, trustee, guardian or committee or in any similar fiduciary capacity incidental to the practice of law; and
 - c. services performed for others by a licensed attorney as a notary public;
4. any advice relating to investments and/or mergers or acquisitions;
5. the performance of, or failure to perform, Professional Services in connection with any entity engaged in the manufacture, sale or advertising of any tobacco products or firearms;
6. any nuclear waste, nuclear facility, nuclear systems, nuclear weapons, or any products or services related thereto;
7. any air traffic control facility, or any products or services related thereto; or
8. any weapons systems, or any products or services related thereto.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

**CONTINGENT BODILY INJURY PROPERTY DAMAGE EXCLUSION WITH SUBLIMIT AND
SEPARATE RETENTION**

This endorsement modifies insurance provided under the following:

MISCELLANEOUS PROFESSIONAL LIABILITY POLICY

In consideration of the premium charged for this Policy, it is hereby understood and agreed that Clause IV. EXCLUSIONS C. is deleted in its entirety and replaced with the following:

- D. For, arising out of, or resulting from **Bodily Injury** or **Property Damage**; provided, this exclusion shall not apply to any **Claim** for **Contingent Bodily Injury and/or Property Damage**.

For the purpose of this exclusion, the term "**Contingent Bodily Injury and/or Property Damage**" means those **Claims** wherein the **Damages** sought by the claimant are for **Bodily Injury** and/or **Property Damage** which arise solely out of any negligent act, error or omission in rendering or failure to render **Professional Services** which is otherwise covered under the terms and conditions of this Policy; but not if the **Insured's** own act, error or omission is the direct immediate cause of such **Claim** for **Bodily Injury** and/or **Property Damage**. Furthermore, this extension of coverage applies only if such **Claim** for **Bodily Injury** and/or **Property Damage** is not covered under any other policy of insurance;

The maximum aggregate Limit of Liability for all **Damages** and **Claims Expenses** resulting from all **Claims** for **Contingent Bodily Injury and/or Property Damage** shall be <**Aggregate Limit for Contingent BI/PD**> excess of a <**Deductible for Contingent BI/PD**> deductible which amount shall be part of and not in addition to the Limit of Liability shown in Item 3.(b) of the Declarations.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the “Insurer” or the “Underwriters”

COPYRIGHT AND PERSONAL INJURY COVERAGE

This endorsement modifies insurance provided under the following:

MISCELLANEOUS PROFESSIONAL LIABILITY POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. Clause IV. Exclusions K is deleted.
2. Clause IV. Exclusions J is deleted and replaced with the following:
 - J. for or arising out of any actual or alleged infringement or misappropriation of:
 1. copyright relating to software code or products;
 2. patent; or
 3. trade secret.
3. The phrase “negligent act, error or omission of the **Insured**” set forth in Section I. Insuring Clause is amended to include:
 - a. defamation, libel, slander, product disparagement, trade libel, prima facie tort, infliction of emotional distress, outrage, outrageous conduct, or other tort related to disparagement or harm to the reputation or character of any person or organization;
 - b. invasion of or interference with the right to privacy or of publicity;
 - c. misappropriation of any name or likeness for commercial advantage;
 - d. false arrest, detention or imprisonment or malicious prosecution;
 - e. invasion of or interference with any right to private occupancy, including trespass, wrongful entry, wrongful eviction or eavesdropping;
 - f. plagiarism, piracy or misappropriation of ideas under implied contract; and
 - g. negligence regarding the content of any media communication, including harm caused through any reliance or failure to rely upon such content.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>

This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

COPYRIGHT AND PERSONAL INJURY COVERAGE (INCLUDING SOFTWARE COPYRIGHT)

This endorsement modifies insurance provided under the following:

MISCELLANEOUS PROFESSIONAL LIABILITY POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. Clause IV. Exclusions K is deleted.
2. Clause IV. Exclusions J is deleted and replaced with the following:
 - J. for or arising out of any actual or alleged infringement or misappropriation of:
 1. patent; or
 2. trade secret.
3. The phrase "negligent act, error or omission of the **Insured**" set forth in Section I. Insuring Clause is amended to include:
 - a. defamation, libel, slander, product disparagement, trade libel, prima facie tort, infliction of emotional distress, outrage, outrageous conduct, or other tort related to disparagement or harm to the reputation or character of any person or organization;
 - b. invasion of or interference with the right to privacy or of publicity;
 - c. misappropriation of any name or likeness for commercial advantage;
 - d. false arrest, detention or imprisonment or malicious prosecution;
 - e. invasion of or interference with any right to private occupancy, including trespass, wrongful entry, wrongful eviction or eavesdropping;
 - f. plagiarism, piracy or misappropriation of ideas under implied contract;
 - g. negligence regarding the content of any media communication, including harm caused through any reliance or failure to rely upon such content; and
 - h. copyright, including without limitation copyright relating to software products.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

COPYRIGHT AND PERSONAL INJURY COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

MISCELLANEOUS PROFESSIONAL LIABILITY POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. Clause IV. Exclusions J is deleted and replaced with the following:
 - J. for or arising out of any actual or alleged infringement or misappropriation of:
 1. copyright relating to software code;
 2. products;
 3. patent;
 4. trade secret; or
 5. copyright relating to non-software or computer products designed by the Insured.
2. Clause IV. Exclusions K is deleted.
3. The phrase "negligent act, error or omission of the **Insured**" set forth in Section I. Insuring Clause is amended to include:
 - a. defamation, libel, slander, product disparagement, trade libel, prima facie tort, infliction of emotional distress, outrage, outrageous conduct, or other tort related to disparagement or harm to the reputation or character of any person or organization;
 - b. invasion of or interference with the right to privacy or of publicity;
 - c. misappropriation of any name or likeness for commercial advantage;
 - d. false arrest, detention or imprisonment or malicious prosecution;
 - e. invasion of or interference with any right to private occupancy, including trespass, wrongful entry, wrongful eviction or eavesdropping;
 - f. plagiarism, piracy or misappropriation of ideas under implied contract; and

- g. negligence regarding the content of any media communication, including harm caused through any reliance or failure to rely upon such content.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
Insurer: <Insurer>

COPYRIGHT AND PERSONAL INJURY COVERAGE

This endorsement modifies insurance provided under the following:

MISCELLANEOUS PROFESSIONAL LIABILITY POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. Clause IV. Exclusions K is deleted.
2. Clause IV. Exclusions J is deleted and replaced with the following:
 - J. for or arising out of any actual or alleged infringement or misappropriation of patent;
3. The phrase "negligent act, error or omission of the **Insured**" set forth in Section I. Insuring Clause is amended to include:
 - a. defamation, libel, slander, product disparagement, trade libel, prima facie tort, infliction of emotional distress, outrage, outrageous conduct, or other tort related to disparagement or harm to the reputation or character of any person or organization;
 - b. invasion of or interference with the right to privacy or of publicity;
 - c. misappropriation of any name or likeness for commercial advantage;
 - d. false arrest, detention or imprisonment or malicious prosecution;
 - e. invasion of or interference with any right to private occupancy, including trespass, wrongful entry, wrongful eviction or eavesdropping;
 - f. plagiarism, piracy or misappropriation of ideas under implied contract;
 - g. negligence regarding the content of any media communication, including harm caused through any reliance or failure to rely upon such content; and
 - h. misappropriation of trade secret.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

DEFENDANTS REIMBURSEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

MISCELLANEOUS PROFESSIONAL LIABILITY POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that in addition to the Limits of Liability, upon the Insurer's request, the **Insured** shall attend arbitration proceedings, hearings, depositions and trials relative to the defense of a **Claim**. The Insurer shall reimburse the **Insured**, upon written request, for actual loss of earnings and reasonable expenses due to such attendance up to \$250 for each day in the aggregate for all **Insureds** subject to a maximum amount of \$5,000 for each **Claim**.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
Insurer: <Insurer>

DELAY IN DELIVERY OR PERFORMANCE CARVEBACK

This endorsement modifies insurance provided under the following:

MISCELLANEOUS PROFESSIONAL LIABILITY POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Clause IV. Exclusions E. shall not apply if such delay or failure to deliver or perform is a consequence of a negligent act, error or omission committed during the course of providing **Professional Services** or if the **Insured** has made diligent efforts to deliver or perform such **Professional Services**.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the “Insurer” or the “Underwriters”

DELETE FAILURE TO MAINTAIN INSURANCE EXCLUSION

This endorsement modifies insurance provided under the following:

MISCELLANEOUS PROFESSIONAL LIABILITY POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Clause IV. Exclusions G. is deleted.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
Insurer: <Insurer>

DISCRETIONARY AUTHORITY EXCLUSION

This endorsement modifies insurance provided under the following:

MISCELLANEOUS PROFESSIONAL LIABILITY POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the coverage under this Insurance does not apply to **Damages** or **Claims Expenses** in connection with or resulting from any **Claim** arising out of or resulting from any service where the **Insured** has been given any discretionary authority to make and/or implement decisions.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
Insurer: <Insurer>

DOWNGRADE EXCLUSION

This endorsement modifies insurance provided under the following:

MISCELLANEOUS PROFESSIONAL LIABILITY POLICY

In consideration of the premium charged for the Policy it is hereby understood and agreed that Clause IV Exclusions Q. is deleted and replaced with the following:

- Q. Arising out of or resulting from the insolvency or bankruptcy of an **Insured** or any other entity including but not limited to the failure, inability, or unwillingness to pay **Claims**, losses, or benefits due to the insolvency, liquidation or bankruptcy of any such individual or entity if the individual or entity issuing a bond or insurance policy to a client of the **Insured** was rated "A-" or higher by A.M. Best Company as of the effective date of such bond or insurance policy.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
Insurer: <Insurer>

EXCLUDE CLAIMS AND WRONGFUL ACTS BY SCHEDULED PERSON OR ENTITY

This endorsement modifies insurance provided under the following:

MISCELLANEOUS PROFESSIONAL LIABILITY POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the coverage under this Insurance does not apply to **Damages** or **Claims Expenses** in connection with or resulting from any **Claim**:

1. brought by or on behalf of, or in the name or right of **<Excluded Person/Entity>**; or
2. involving any act, error or omission, or any breach of contract in connection with any Insuring Agreement, by **<Excluded Person/Entity>**.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>

This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

**EXCLUSION FOR VIOLATION OF FAIR DEBT COLLECTION PRACTICES ACT, FAIR CREDIT
REPORTING ACT, "DO NOT CALL" LAWS**

This endorsement modifies insurance provided under the following:

MISCELLANEOUS PROFESSIONAL LIABILITY POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the coverage under this Insurance does not apply to **Damages** other than **Claims Expenses** in connection with or resulting from any **Claim** for or arising out of any actual or alleged violation of the Fair Debt Collection Practices Act, the Fair Credit Reporting Act, and any law pertaining to any Do Not Call List, or any regulation promulgated thereunder or any similar federal law or legislation, or law or legislation of any state, province or other jurisdiction similar to the foregoing, whether such law is statutory, regulatory or common law.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

EXCLUSION FOR VIOLATION OF FAIR DEBT COLLECTION PRACTICES ACT, FAIR CREDIT REPORTING ACT, "DO NOT CALL" LAWS

This endorsement modifies insurance provided under the following:

MISCELLANEOUS PROFESSIONAL LIABILITY POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the coverage under this Insurance does not apply to **Damages** other than **Claims Expenses** in connection with or resulting from any **Claim**:

1. for or arising out of any actual or alleged violation of the Fair Debt Collection Practices Act, the Fair Credit Reporting Act, or any law pertaining to any Do Not Call List, or any regulation promulgated thereunder or any similar federal law or legislation, or law or legislation of any state, province or other jurisdiction similar to the foregoing, whether such law is statutory, regulatory or common law;
2. for or arising out of payment or receipt of any "Fair Share Contributions".

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
Insurer: <Insurer>

EXCLUSION FOR VIOLATION OF FAIR DEBT COLLECTION PRACTICES ACT, FAIR CREDIT REPORTING ACT, "DO NOT CALL" LAWS

This endorsement modifies insurance provided under the following:

MISCELLANEOUS PROFESSIONAL LIABILITY POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the coverage under this Insurance does not apply to **Damages** or **Claims Expenses** in connection with or resulting from any **Claim** for or arising out of any actual or alleged violation of the Fair Debt Collection Practices Act, the Fair Credit Reporting Act, and any law pertaining to any Do Not Call List, or any regulation promulgated thereunder or any similar federal law or legislation, or law or legislation of any state, province or other jurisdiction similar to the foregoing, whether such law is statutory, regulatory or common law.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>

This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

**FAIR DEBT COLLECTION PRACTICES AND CREDIT REPORTING ACTS VIOLATIONS SUBLIMIT
AND SEPARATE RETENTION**

This endorsement modifies insurance provided under the following:

MISCELLANEOUS PROFESSIONAL LIABILITY POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that solely with respect to **Damages** and **Claims Expenses** in connection with or resulting from any **Claim** for or arising out of any actual or alleged violation of the Fair Debt Collection Practices Act, Fair Credit Reporting Act or any regulation promulgated thereunder or any similar federal law or legislation, or law or legislation of any state, province or other jurisdiction similar to the foregoing, whether such law is statutory, regulatory or common law:

1. Item 4. of the Declarations is deleted and replaced with the following:

Item 4. Deductible: <Fair Debt Collection Per Claim Deductible> Each Claim Deductible – includes Claims Expenses

2. The maximum aggregate Limit of Liability for all **Damages** and **Claims Expenses** resulting from all **Claims** made against any **Insured(s)** shall be <Fair Debt Collection Sublimit>, which amount shall be part of and not in addition to the Limit of Liability shown in Item 3.(b) of the Declarations.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
Insurer: <Insurer>

FINANCIAL CONSULTANTS EXCLUSION

This endorsement modifies insurance provided under the following:

MISCELLANEOUS PROFESSIONAL LIABILITY POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. For purposes of this endorsement, the following terms have the following meanings:
 - a. **“Broker”** means any “broker” as that term is defined in the Securities Act of 1933, the Securities Exchange Act of 1934 and the Investment Company act of 1940.
 - b. **“Financial Advisor”** and/or **“Financial Planner”** means an individual who is in the business of providing **Professional Services** to others for a fee or other monetary compensation, and includes Registered Representatives licensed by the Securities and Exchange Commission and New York Stock Exchange.
 - c. **“Front Running”** means the trading by brokers of mutual fund shares based on information received internally, before clients of the broker have received the information.
 - d. **Improper Valuation** means:
 1. inaccurate calculation of a mutual fund’s net asset value or the failure to update such net asset value as required by the Securities and Exchange Commission and/or applicable federal or state securities laws and regulations;
 2. inadequate, deficient or ineffective policies or procedures regarding the pricing, valuation or monitoring of securities held by a mutual fund, or the failure to adopt, implement or enforce such policies or procedures; or
 3. failure to calculate, disclose or utilize a fair market valuation for securities held by a mutual fund.
 - e. **“Late Trading”** means cancelling, modifying and/or placing orders to buy or sell mutual fund shares after the determination of a mutual fund’s current net asset value (as defined in Rule 1a-4 under the Investment Company Act of 1940) where the price charged to the buyer or seller is calculated at the mutual fund’s current net asset value previously determined, in contravention of Rule 22c-1 under the Investment Company Act of 1990, or any similar law, rule or regulation.

- f. **“Market Timing”** means:
1. waiving of redemption fees associated with **Short Term Trading** of mutual fund shares in contravention of the applicable policies and procedures of the mutual funds;
 2. breach or violation of written representations regarding the permissibility of **Short Term Trading**, or of written representations regarding the mutual fund’s efforts to monitor or prevent **Short Term Trading**; or
 3. the receipt of fees or other compensation from an investor in exchange for providing such investor with **Short Term Trading** privileges not generally available to other investors in mutual fund shares (for purpose of the foregoing, the receipt of investment advisory and other fees paid by the fund or fund shareholders shall not be deemed to be fees or other compensation paid for providing such investors with **Short Term Trading** privileges not available to other investors in mutual fund shares).
- g. **“Securities”** means any “securities” as that term is defined in the Securities and Exchange Act of 1933, the Securities and Exchange Act of 1934 and the Investment Company Act of 1940.
- h. **“Selective Disclosure”** means the selective or discriminatory disclosure of a mutual fund’s portfolio composition or holdings.
- i. **“Short Term Trading”** means the redemption of shares of a mutual fund less than 30 days after their purchase, or any other period of time greater than 30 days if so described in a mutual fund prospectus as **Short Term Trading**, including without limitation any so-called “in and out” trading of mutual fund shares or any other trade of mutual fund shares which take advantage of inefficiencies or time delays in the method the mutual fund uses to price its shares.
- j. **“Soft Dollar Activity”** means paying, providing, receiving or accepting pro-habited or illegal fees, commissions, bonuses, gratuities, services or any other form of compensation, including without limitation (i) the preferential treatment of a particular mutual fund or a particular class of mutual fund shares in exchange for such compensation; (ii) improper or illegal quid pro quo compensation; (iii) improper or illegal breakpoint or volume discounts; (iv) unreasonable compensation; (v) improper or illegal directed brokerage commissions or discriminatory compensation; (vi) other improper or illegal soft dollar arrangements; or (vii) the failure to adopt, implement or enforce effective policies or procedures to prevent or detect such practices.

The meaning of any terms or phrases used in this Endorsement which are not otherwise defined herein shall be determined based upon the normal and usual customs and usages of the mutual industry.

2. The coverage under this Insurance does not apply to **Damages** or **Claims Expenses** in connection with or resulting from any **Claim** arising out of or resulting from:
- a. any service where the **Insured** has been given any discretionary authority to make and/or implement decisions;
 - b. any financial auditing, accounting, architectural, actuarial or engineering services;
 - c. any legal services, including, but not limited to:
 - i. services performed for others which by law can only be performed by licensed attorneys; regardless of whether any such services were performed by a licensed attorney;
 - ii. services performed for others by a licensed attorney as an administrator, conservator, executor, trustee, guardian or committee or in any similar fiduciary capacity incidental to the practice of law; or
 - iii. services performed for others by a licensed attorney as a notary public;
 - d. any advice relating to investments and/or mergers or acquisitions;
 - e. practices involving **Late Trading, Market Timing, Improper Valuation, Soft Dollar Activity, Front Running** or **Selection Disclosure** of mutual fund shares, including without limitation any **Insured** actually or allegedly participating in, aiding and abetting, or failing to disclose such practices;
 - f. practices involving **Late Trading, Market Timing, Improper Valuation, Soft Dollar Activity, Front Running** or **Selective Disclosure**, regardless of the form, style, or denomination of any such **Claim**, and regardless of whether the **Claim** is criminal, administrative or civil, including by not limited to, **Claims** alleging breach of contract, failure to supervise, negligent supervision, vicarious liability, controlling person liability, breach of fiduciary duty, personal profiting, criminal activity, market manipulation, misrepresentation, estoppel or repudiation of any other commitment and any other theory of liability;
 - g. the inability of any bank, banking firm, **Broker** or **Dealer**, managing partner, general partner, multi-employer trust or insurance company to make any payment or return capital in the form of principal, interest or other earnings, for any reason, including but not limited to insolvency, receivership, bankruptcy, governmental intervention or court order;
 - h. any **Claim** based on or directly or indirectly arising out of or resulting from the **Insured's** activities or capacity as a fiduciary under the Employee Retirement Income Security Act of 1974 (or amendments thereto or any regulations promulgated there under), or similar provisions of any federal, state or local statutory law or common law; provided that this exclusion shall not apply to retirement plan design, investment advice or recommendations regarding **Securities** or insurance purchases or sales by the **Insured** within the normal scope of **Professional Services** performed by a **Financial Planner**;

- i. actual or alleged use, or aiding or abetting, or participating after the fact, in the use of non-public information in a manner prohibited by the laws of the United States (including, but not limited to, the Insider Trading and Securities Fraud Enforcement Act of 1988 (as amended), section 10(b) of the Securities and Exchange Act of 1934 (as amended) and Rule 10b-5 thereunder), any state, commonwealth, territory or subdivision thereof, or the laws of any other jurisdiction, or any rules or regulations promulgated under any of the foregoing;
- j. the gaining in fact of any profit advantage or remuneration to which the **Insured** is not legally entitled;
- k. commingling or unauthorized use of client funds, commission disputes, or the **Insured's** inability or refusal to pay or collect premium or tax monies;
- l. the giving of financial, economic or investment advice, investment management services, or underwriting services relating to or in connection with any aspect of corporate mergers, acquisitions, restructuring or divestitures or investment banking; or the underwriting of stock issues as defined in the Securities and Exchange Act of 1933;
- m. the sale, purchase, offer to sell or purchase, or servicing, by the **Insured**, of any commodities, commodity contracts or other derivative instruments, or securities or units of any limited partnership, master limited partnership, real estate investment trust or any affiliate organization of any of the foregoing;
- n. the purchase, sale or other disposition of **Securities** traded exclusively on Exchanges outside of the United States or Canada, or
- o. the guaranteeing of the availability of funds, or specified rate of return and/or interest.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the “Insurer” or the “Underwriters”

FIRST PARTY SECURITY INSURANCE COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

MISCELLANEOUS PROFESSIONAL LIABILITY INSURANCE

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. Item 3. of the Declarations is amended to include:

Limit of Liability:

- (c) <First Party Agg>First Party Aggregate Limit Of Liability

(Aggregate for Coverages: E, F, G and H)

- (d) Coverage G: First Party Business Interruption Sublimits Of Liability

Hourly sublimit: The greater of <Hours> or USD <Hourly Sublimit>
Forensic Expense sublimit: USD <Forensic Expense Sublimit>
Dependent Business Interruption sublimit: USD <Dependent Business Interruption Sublimit>

- (e) Coverage H: Crisis Management Expense Sublimit USD <Crisis Management>

2. Item 4. of the Declarations is amended to include:

Coverage E: First Party Cyber Extortion

<Extortion Threat> Each **Extortion Threat**

Coverage F: First Party Data Protection

<Security Breach> Each **Security Breach**

Coverage G: First Party Business Interruption

Income Loss: <Income Loss> each **Security Breach**

Extra Expense: \$50,000 each **Security Breach**

Coverage G: First Party Business Interruption Waiting Period

<Hours> Hours, Each **Period of Restoration**

3. The Declarations are amended to include the following:

COVERAGES PURCHASED

Coverage E: First Party Cyber Extortion	<Yes or No>
Coverage F: First Party Data Protection	<Yes or No>
Coverage G: First Party Business Interruption	<Yes or No>
Coverage H: Crisis Management	<Yes or No>

4. Clause I. Insuring Agreement is amended to include the following:

COVERAGE E: FIRST PARTY CYBER EXTORTION

To indemnify the **Named Insured** for:

Cyber Extortion Loss, in excess of the **Deductible**, incurred by the **Insured Organization** as a direct result of an **Extortion Threat** first made against the **Insured Organization** during the **Policy Period** by a person, other than the **Insured Organization's** employees, directors, officers, principals, trustees, governors, **Managers**, members, management committee members, members of the management board, partners, contractors, outsourcers, or any person in collusion with any of the foregoing. Coverage under this Insuring Agreement is subject to the applicable conditions and reporting requirements, including those set forth in the clause titled, OBLIGATIONS IN THE EVENT OF AN EXTORTION THREAT.

COVERAGE F: FIRST PARTY DATA PROTECTION

To indemnify the **Named Insured** for:

Data Protection Loss, in excess of the **Deductible**, incurred by the **Insured Organization** as a direct result of:

1. alteration, corruption, destruction, deletion or damage to a **Data Asset**, or
2. inability to access a **Data Asset**,

that first takes place during the **Policy Period** and is directly caused by a failure of **Computer Security** to prevent a **Security Breach**; provided that such **Security Breach** must take place on or after the **Retroactive Date** and before then end of the **Policy Period**.

COVERAGE G: FIRST PARTY NETWORK BUSINESS INTERRUPTION

To indemnify the **Named Insured** for:

Business Interruption Loss, in excess of the applicable **Deductible**, incurred by the **Insured Organization** during the **Period of Restoration** or the **Extended Interruption Period** (if applicable) as a direct result of the actual and necessary interruption or suspension of **Computer Systems** that first takes place during the **Policy Period** and is directly caused by a failure of **Computer Security** to prevent a **Security Breach**; provided that such **Security Breach** must first take place on or after the **Retroactive Date** and before the end of the **Policy Period**.

COVERAGE H: CRISIS MANAGEMENT EXPENSES

To indemnify the **Named Insured** for:

Fifty percent (50%) of the costs of a public relations consultancy, incurred by the **Insured Organization** with Underwriters' prior written consent, for the purpose of averting or mitigating material damage to the **Insured Organization's** reputation that results or reasonably will result from a **Claim** or **Loss** covered under Coverage E, F or G (if purchased) and publicized through any media channel; provided, this coverage shall only apply when covered Loss (other than crisis management expenses) exceeds the applicable **Deductible**:

5. Clause IV. Exclusions is amended to include the following:
 1. With respect to Coverages: E, F and G, arising out of or resulting from any criminal, dishonest, fraudulent, or malicious act, error or omission, or any **Security Breach**, **Extortion Threat**, or intentional or knowing violation of the law, if committed by any of the **Insured Organization's** directors, principals, officers, **Managers**, partners, or trustees or any person in participation or collusion with any of the **Insured Organization's** principals, directors, officers, **Managers**, partners, or trustees;
 2. With respect to Coverage: E, arising out of or resulting from:
 - a. any threat to physically harm or kidnap any person; or
 - b. any threat to harm, take, or transfer property other than any **Data Asset**, even if such threat is made in conjunction with a threat to a **Data Asset** or by carrying out such a threat harm, theft, or transfer property, a **Data Asset** may be damaged, corrupted, altered, taken, disseminated or transferred;
 3. Arising out of or resulting from any seizure, nationalization, confiscation, or destruction of Computer Systems or **Data Assets** by order of any governmental or public authority;
 4. Arising out of or resulting from any actual or alleged obligation to make licensing fee or royalty payments, including but not limited to the amount or timeliness of such payments;
 5. For or arising out of or resulting from any costs or expenses incurred or to be incurred by the Insured or others for the reprinting, reposting, recall, removal or disposal of any Electronic Content or any other information, content or media, including any media or products containing such Electronic Content, information, content or media;
 6. Arising out of or resulting from:

- a. any failure or malfunction of electrical or telecommunications infrastructure or services, provided that this exclusion shall not apply to any otherwise covered **Claim** or **Loss** arising out of failure of **Computer Security** to prevent a **Security Breach** that was solely caused by a failure or malfunction of telecommunications infrastructure or services under the Insured Organization's direct operational control;
 - b. fire, flood, earthquake, volcanic eruption, explosion, lighting, wind, hail, tidal wave, landslide, act of God or other physical event; or
 - c. any satellite failures;
7. Arising out of or resulting from any actual or alleged defects in any goods, services or products sold, licensed, supplied, offered for sale, repaired, altered, manufactured, installed or maintained by the **Insured** or by any persons or entities acting on behalf of the **Insured**;
8. Arising out of or resulting from:
- a. the collection or acquisition of **Personally Identifiable Non-Public Information** by any means, the failure to provide notice of the collection or use of **Personally Identifiable Non-Public Information**, or the failure to provide individuals with the ability to assent to or withhold assent (e.g. opt-in or opt-out) from the collection or use of **Personally Identifiable Non-Public Information**;
 - b. the distribution of unsolicited email, direct mail, or facsimiles;
 - c. wire tapping, audio or video recording; or
 - d. telemarketing;
9. Arising out of or resulting from any act, error, omission, failure of **Computer Security**, or **Security Breach** committed or occurring prior to the inception date of this Policy:
- a. if any **Insured** on or before the inception date knew or could have reasonably foreseen that such act, error or omission, failure of **Computer Security**, or **Security Breach** might be expected to be the basis of a **Claim, Loss** or **Extortion Threat**; or
 - b. in respect of which any **Insured** has given notice of a circumstance which might lead to a **Claim, Extortion Threat** or **Loss** to the insurer of any other policy in force prior to the inception date of this Policy;
10. Arising out of any related or continuing acts, errors, omissions, **Extortion Threats**, or **Security Breaches**, where the first such act, error, omission or failure or breach was committed or occurred prior to the Retroactive Date;
11. Brought by or on behalf of any intellectual property licensing bodies or organizations, including but not limited to, the American Society of Composers, Authors and Publishers, the Society of European Stage Authors and Composers or Broadcast Music, Inc.;
12. Brought by or on behalf of the Federal Trade Commission, the Federal Communications Commission, or any other state, federal, local or foreign governmental entity, in such entity's regulatory or official capacity;

13. Arising out of or resulting from:

- a. the failure of **Computer Systems** or **Data Assets** to be protected by **Computer Security** equal to or superior to that disclosed in response to specific questions in the **Application** for Insurance relating to **Computer Security**, including access protection, intrusion detection, data back up procedures, **Malicious Code** protection, software product updates and releases, patch protection, and data encryption; or
- b. the failure to use best efforts to install commercially available software product updates and releases, or to apply security related software patches, to computers and other components of the **Insured Organization's Computer Systems**;

14. Arising out of or resulting from any trading losses or trading liabilities; monetary value of any electronic fund transfers or transactions by or on behalf of the **Insured** which is lost, diminished, or damaged during transfer from, into or between accounts; or the value of coupons, price discounts, prizes, awards, or any other valuable consideration given in excess of the total contracted or expected amount;

15. Notwithstanding any provision to the contrary within this Insurance or any endorsement thereto, it is agreed that this Insurance excludes Loss, cost, or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the Loss;

- a. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
- b. any act of terrorism.

For the purpose of this Policy, an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This exclusion also excludes Loss, cost, or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to 1. or 2. above. If the Underwriters allege that by reason of this exclusion, any Loss, cost or expense is not covered by this Insurance, the burden of proving the contrary shall be upon the Insured. In the event any portion of this paragraph V.DD is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

6. Clause VI. Definitions is amended to include the following:

1. **Business Interruption Loss** means the total of:

- a. **Income Loss** and **Extra Expense** during the **Period of Restoration**; and

- b. **Extended Income Loss** if the **Income Loss** during the **Period of Restoration** is in excess of the applicable **Deductible**.

Provided that **Business Interruption Loss** shall not mean and Coverage: G, shall not cover any of the following: **Loss** arising out of any liability to any third party for whatever reason; legal costs or legal expenses of any type; **Loss** incurred as a result of unfavorable business conditions, loss of market or any other consequential loss; or costs or expenses the **Insured Organization** incurs to identify and remove software program errors or vulnerabilities.

All **Business Interruption Loss** resulting from multiple covered interruptions or suspensions of **Computer Systems** that arise out of the same or a continuing **Security Breach**, from related or repeated **Security Breaches**, or from multiple **Security Breaches** resulting from a failure of **Computer Security** shall be deemed to be a single **Business Interruption Loss**; provided, however, that a separate **Waiting Period** shall apply to each **Period of Restoration**.

2. **Computer Security** means software or computer or network hardware devices, the function or purpose of which is to prevent **Unauthorized Access**, **Unauthorized Use**, a **Denial of Service Attack** against **Computer Systems**, infection of **Computer Systems** by **Malicious Code** or transmission of **Malicious Code** from **Computer Systems**. **Computer Security** includes anti-virus and intrusion detection software, firewalls and electronic systems that provide access control to **Computer Systems** through the use of passwords, biometric or similar identification of authorized users.
3. **Computer Systems** means computers and associated input and output devices, data storage devices, networking equipment, and back up facilities:
1. operated by and either owned by or leased to the **Insured Organization**;
 2. with respect to Coverages B only, operated by a third party service provider and used for the purpose of providing hosted computer application services to the **Insured Organization** or for processing, maintaining, hosting or storing the **Insured Organization's** electronic data, pursuant to written contract with the **Insured Organization** for such services; and
 3. with respect to Coverage G (**Business Interruption**) only, operated by a **Dependent Business**, provided such coverage is subject to the sublimit of liability set forth in Item 4 of the Declarations.
4. **Cyber Extortion Loss** means:
- a. any **Extortion Payment** that has been made under duress by or on behalf of the **Insured Organization** with Underwriters' prior written consent, but solely to prevent or terminate an **Extortion Threat**;
 - b. an otherwise covered Extortion Payment that is lost in transit by actual destruction, disappearance or wrongful abstraction while being conveyed by any person authorized by or on behalf of the Insured Organization to make such conveyance; and

- c. fees and expenses paid by or on behalf of the Insured Organization for security consultants retained with Underwriter's prior written approval, but solely to prevent or terminate an Extortion Threat;

provided, that **Cyber Extortion Loss** shall not exceed the covered **Data Protection Loss, Business Interruption Loss, Damages** and **Claims Expenses** that the **Insured Organization** would have incurred had the **Extortion Payment** not been paid.

- 5. **Data Asset** means any software or electronic data that exists in **Computer Systems** and that is subject to regular back up procedures, including computer programs, applications, account information, customer information, private or personal information, marketing information, financial information and any other information necessary for use in the **Insured Organization's** ordinary course of business.

6. **Data Protection Loss** means:

- a. with respect to any **Data Asset** that is altered, corrupted, destroyed, deleted or damaged the actual, reasonable and necessary costs and expenses incurred by the **Insured Organization** to restore a **Data Asset** from back-ups or from originals or to gather, assemble and recollect such **Data Asset** from other sources to the level or condition in which it existed immediately prior to its alteration, corruption, destruction, deletion or damage; or
- b. with respect to any **Data Asset** that the **Insured Organization** is unable to access, the lesser of the actual, reasonable and necessary costs and expenses incurred by the **Insured Organization** to:
 - i. regain access to such **Data Asset**; or
 - ii. restore such **Data Asset** from back-ups or originals or gather, assemble and recollect such **Data Asset** from other sources, to the level or condition in which it existed immediately prior to the **Insured Organization's** inability to access it;

Provided that if such **Data Asset** cannot reasonably be accessed, restored, gathered, assembled or recollect, then **Data Protection Loss** means the actual, reasonable and necessary costs and expenses incurred by the **Insured Organization** to reach this determination.

Provided further that **Data Protection Loss** shall not exceed, and shall not mean, any amount in excess of the amount by which the net profit before income taxes of the Insured Organization would have decreased had the **Insured Organization** failed to restore, gather, assemble or recollect as set forth in paragraphs 6.a. and 6.b. above.

A **Data Protection Loss** will be deemed to occur at the time such alteration, corruption, destruction, deletion or damage to or inability to access a **Data Asset** is first discovered by the **Insured**. All **Data Protection Loss** that arises out of the same or a continuing **Security Breach**, from related or repeated **Security Breaches**, or from multiple **Security Breaches** resulting from a failure of **Computer Security** shall be deemed to be a single **Data Protection Loss**.

Data Protection Loss shall not mean, and there shall be no coverage under Coverage E (**First Party Data Protection Loss**) for:

- a. costs or expenses incurred by the **Insured Organization** to identify or remediate software program errors or vulnerabilities or update, replace, restore, gather, assemble, reproduce, recollect or enhance a **Data Asset** or **Computer Systems** to a level beyond that which existed prior to the alteration, corruption, destruction, deletion or damage of such **Data Asset**;
 - b. costs or expenses to research or develop any **Data Asset**, including but not limited to trade secrets or other proprietary information;
 - c. the monetary value of profits, royalties, or lost market share related to a **Data Asset**, including but not limited to trade secrets or other proprietary information or any other amount pertaining to the value of the **Data Asset**;
 - d. loss arising out of any liability to any third party for whatever reason; or
 - e. legal costs or legal expenses of any type.
7. **Dependent Business** means any a third party service provider that provides hosted computer application services to the **Insured Organization** or processes, maintains, hosts or stores the Insured Organization's electronic data, pursuant to written contract with the **Insured Organization** for such services.
8. **Extended Income Loss** means the **Income** Loss during the **Extended Interruption Period**.
9. **Extended Interruption Period** means the period of time that:
- a. begins on the date and time that the **Period of Restoration** ends; and
 - b. terminates on the date and time the **Insured** restores, or would have restored if the **Insured** had exercised due diligence and dispatch, the net profit before income taxes that would have been earned by the **Insured** directly through its business operations had the actual and necessary interruption or suspension of **Computer Systems** not occurred;
- provided that in no event shall the **Extended Interruption Period** mean more than or exceed thirty (30) days.
10. **Extortion Payment** means cash, marketable goods or services demanded to prevent or terminate an **Extortion Threat**.
11. **Extortion Threat** means a threat to breach **Computer** Security in order to:
1. alter, destroy, damage, delete or corrupt any **Data Asset**;
 2. prevent access to **Computer Systems** or a **Data Asset**, including a **Denial of Service Attack** or encrypting a **Data Asset** and withholding the decryption key for such **Data Asset**;
 3. perpetrate a theft or misuse of a **Data Asset** on **Computer Systems** through external access;

4. introduce **Malicious Code** into **Computer Systems** or to third party computers and systems from **Computer Systems**; or
5. interrupt or suspend **Computer Systems**;

unless an **Extortion Payment** is received from or on behalf of the **Insured Organization**.

Multiple related or continuing **Extortion Threats** shall be considered a single **Extortion Threat** for purposes of this Policy and shall be deemed to have occurred at the time of the first such **Extortion Threat**.

12. **Extra Expense** means:

1. reasonable and necessary expenses that are incurred by the **Insured Organization** during the **Period of Restoration** to minimize, reduce or avoid an **Income Loss**, provided:
 - a. that such expenses are over and above those the **Insured Organization** would have incurred had no interruption or suspension of the **Computer Systems** occurred; and
 - b. do not exceed the amount by which the **Income Loss** in excess of the **Deductible** and covered under this Policy is thereby reduced; and
2. **Forensic Expenses**, subject to the sublimit set forth in clause VII. LIMIT OF LIABILITY;

provided that **Extra Expense** shall not mean, and there shall be no coverage under Coverage G (Business Interruption) for expenses incurred by the **Insured** to update, upgrade, enhance or replace **Computer Systems** to a level beyond that which existed prior to the actual and necessary interruption or suspension of **Computer Systems**; or the costs and expenses incurred by the **Insured Organization** to restore, reproduce, or regain access to any **Data Asset** that was altered, corrupted, destroyed, deleted, damaged or rendered inaccessible as a result of the failure of **Computer Security** to prevent a **Security Breach**.

13. **Forensic Expenses** means reasonable and necessary expenses incurred by the **Insured Organization** to investigate the source or cause of the failure of **Computer Security** to prevent a **Security Breach**

14. **Income Loss** means:

1. the net profit before income taxes that the **Insured Organization** is prevented from earning through its business operations or the net loss before income taxes that the **Insured Organization** is unable to avoid through its business operations as a direct result of the actual and necessary interruption or suspension of **Computer Systems**; and
2. fixed operating expenses incurred by the **Insured Organization** (including payroll), but only to the extent that a. such operating expenses must necessarily continue during the **Period of Restoration** (or **Extended Interruption Period**, if applicable);

and b. such expenses would have been incurred by the **Insured Organization** had such interruption or suspension not occurred.

Income Loss shall be reduced to the extent the **Insured** or **Dependent Business** (if applicable) is able, with reasonable dispatch and due diligence, to reduce or limit such interruption or suspension of **Computer Systems** or conduct its business operations by other means.

In determining **Income Loss**, due consideration shall be given to the prior experience of the **Insured Organization's** business operations before the beginning of the **Period of Restoration** and to the probable business operations the **Insured Organization** could have performed had no actual and necessary interruption or suspension occurred as result of a failure of **Computer Security** to prevent a **Security Breach**.

Income Loss will be calculated on an hourly basis based on the **Insured Organization's** net profit (or loss) and fixed operating expenses as set forth above.

Loss means **Damages, Claim Expenses, Cyber Extortion Loss, Data Protection Loss, Business Interruption Loss** and Crisis Management Expenses under Coverage G.

15. **Period of Restoration** means the time period that:

begins on the specific date and time that the actual and necessary interruption or suspension of **Computer Systems** first occurred; and

ends on the specific date and time that the actual and necessary interruption or suspension of **Computer Systems** ends, or would have ended had the **Insured** or **Dependent Business** (if applicable) acted with due diligence and dispatch;

provided that in no event shall the **Period of Restoration** mean more than or exceed thirty (30) days; and

provided further that restoration of **Computer Systems** will not end the **Period of Restoration** if such systems are actually and necessarily interrupted or suspended again within one hour of such restoration due to the same cause as the original interruption or suspension.

16. **Waiting period** means the period of time beginning when the **Period of Restoration** begins and expiring after the elapse of the number of hours set forth in Item 4.E of the Declarations. A **Waiting Period** shall apply to each **Period of Restoration**.

8. The following are added to Clause VI. Limit of Liability:

1. The "FIRST PARTY AGGREGATE LIMIT OF LIABILITY" stated in Item 1. of this endorsement is the Underwriters' combined total Limit of Liability for all **Loss** covered under Coverages E, F and G of this Policy, and neither the inclusion of more than one person or entity as an **Insured** under this Policy, nor multiple **Loss** or occurrences shall increase the Limit of Liability. The FIRST PARTY AGGREGATE LIMIT OF LIABILITY shall be part of and not in addition to the **Policy Aggregate Limit**.

2. With respect to Coverage G (if purchased), the most Underwriters will pay for:

a. covered **Income Loss** per hour is the amount set forth in Item 1 of this endorsement for Coverage G as "**Hourly sublimit**";

- b. the **Policy Period** for all covered **Business Interruption Loss** arising out of **Computer Systems** operated by **Dependent Businesses**, is the amount set forth in Item 1 of this endorsement for Coverage G as "**Dependent Business Interruption sublimit**"; and
 - c. the **Policy Period** for all covered **Forensic Expenses** is the amount set forth in Item 1 of this endorsement for Coverage G as "**Forensic Expense sublimit.**"
 - 3. The Crisis Management Coverage sublimit stated in Item 1. of this endorsement is Underwriters Limit of Liability for Crisis Management Expenses payable under this Policy, and shall be part of and not in addition to the Limit of Liability applicable to the **Loss** that requires the expenditure of such Crisis Management Expenses.
 - b. Sublimits are part of and do not increase the applicable Limit of Liability.
9. The following are added to Clause VII. Deductible:
- 1. With respect to Coverage E, the **Deductible** set forth in Item 2 of this endorsement applies separately to each **Extortion Threat**. The **Retention** shall be satisfied by monetary payments by the **Named Insured** of covered **Cyber Extortion Loss**.
 - 2. With respect to Coverage F, the **Retention** amount set forth in Item 2 of this endorsement applies separately to each **Security Breach**. The **Retention** shall be satisfied by monetary payments by the **Named Insured** of covered **Data Protection Loss**.
 - 3. With respect to Coverage F, the **Retention** applies separately to each **Security Breach**. The **Retention** shall be satisfied by covered **Business Interruption Loss** retained by the **Insured Organization**. The **Retention** for Coverage F shall be as follows:
 - A. with respect to covered **Income Loss**, the **Retention** shall be the greater of:
 - a. the **Loss** amount set forth in Item 1 of this endorsement, less the amount of any payments within the **Retention** for covered **Loss** under Coverage F.
 - b. the amount of **Income Loss** during the **Waiting Period**; and
 - B. with respect to **Extra Expense**, the **Retention** shall be \$50,000, provided that the **Retention** for **Extra Expense** shall be reduced on a dollar-for-dollar basis (up to \$50,000) by the amount of covered **Income Loss** in excess of the applicable **Income Loss Retention**.

10. Clause XV. Mergers and Acquisitions is amended to add:

With respect to Coverages E, F, G and H, during the **Policy Period**, if the **Named Insured** or any **Subsidiary** acquires another entity whose annual revenues are more than ten percent (10%) of the **Named Insured's** total annual revenues as set forth in the most recent application for insurance, then there shall be no coverage under this Policy for any **Loss** sustained by the acquired entity or relating to or involving the assets, liabilities, employees, data, computers, or networks of the acquired entity unless the **Named Insured** gives the Underwriters written notice at least thirty (30) days prior to the acquisition, obtains the written consent of Underwriters to extend coverage to such additional entities, assets or exposures, and agrees to pay any additional premium required by Underwriters.

11. Clause IX. Notice Of Claim, Or Circumstance That Might Lead To A Claim is amended to include:

- D. With respect to Coverage E, in the event of an **Extortion Threat** to which this Policy applies, the **Insured Organization** shall notify Underwriters by contacting the persons specified in Item 7. of the Declarations by telephone immediately upon receipt of any **Extortion Threat**, and shall thereafter also provide written notice by telecopy or express mail within five (5) days following the **Extortion Threat**.
- E. With respect to Coverage F, the **Named Insured** must forward written notice by express mail or telecopy to Underwriters through persons named in Item 7. of the Declarations immediately upon discovery of alteration, corruption, destruction, deletion or damage to or inability to access a **Data Asset** to which this Insurance applies; provided that all covered **Data Protection Loss** must be discovered and reported (in accordance with paragraph 1 of Proof of Loss Clause) to Underwriters no later than six months after the end of the **Policy Period**.
- F. With respect to Coverage G, the **Insured** shall forward immediately to Underwriters through persons named in Item 7. of the Declarations, written notice of the interruption or suspension of **Computer Systems** to which this Insurance applies in the form of a telecopy or express mail. Such notice must be provided during the **Policy Period**, or no later than 10 days after the end of the **Policy Period** for interruptions or suspensions occurring within 10 days of the end of the **Policy Period**; provided, all covered **Business Interruption Loss** must be reported to Underwriters (in accordance with paragraph 1 of Proof of Loss Clause) no later than six months after the end of the **Policy Period**

12. The following are added as separate Clauses:

A. **OBLIGATIONS IN THE EVENT OF AN EXTORTION THREAT**

1. **Insured's Duty of Confidentiality**

The **Insured** shall use its best efforts at all times to ensure that knowledge regarding the existence of the **Cyber Extortion Loss** Coverage afforded by this Policy is restricted as far as possible. Underwriters may cancel this Policy upon ten (10) days written notice to the **Named Insured** if the existence of the **Cyber Extortion Loss Coverage** provided by this Policy becomes public knowledge or is revealed to a person making an **Extortion Threat** through no fault of Underwriters.

2. **Insured Organization's Obligation to Investigate Extortion Threat and Avoid or Limit Extortion Payment**

Prior to the payment of any Extortion Payment, the Insured Organization shall make every reasonable effort to determine that the Extortion Threat is not a hoax, or otherwise not credible. The Insured Organization shall take all steps reasonable and practical to avoid or limit the payment of an Extortion Payment.

3. **Named Insured's Obligation to Demonstrate Duress**

As a condition to payment of any Extortion Payment under the terms of this Policy, the Insured Organization must be able to demonstrate that such Extortion Payment was surrendered under duress.

4. **Notification of Police**

The Insured Organization shall allow Underwriters or their representative to notify the police or other responsible law enforcement authorities of any Extortion Threat.

B. INSPECTION RIGHTS

The **Insured** shall make available to the Underwriters at all reasonable times, and the Underwriters through their designated representatives shall have the right to inspect and copy at their own expense, during the period of this insurance and thereafter, all books, papers and other records of the insured and its agents or brokers in connection with this policy or the subject matter hereof, or to make inspections or surveys. Underwriters right to make inspections or surveys or the making of them do not constitute an undertaking on behalf or for the benefit of any **Insured**, third party or the public to determine or warrant that any property is safe, nor a determination or warrant concerning the effectiveness of any security applicable to **Computer Systems**.

C. RECOVERED PROPERTY

If the **Insured** or Underwriters recover any property, money or **Data Assets** after a loss payment is made, the party making the recovery must give prompt notice of the recovery to the other party. If the recovered property is money or other funds, the recovery shall be applied first to any costs incurred by Underwriters in recovering the property, second to loss payments made by Underwriters, and third to any **Retention** payment made by the **Named Insured**. If property other than money or funds is recovered, then the **Named Insured** may keep the recovered property and return the loss payment, plus the any costs of recovery incurred by Underwriters, or keep the loss payment less the costs of recovery incurred by Underwriters and transfer all rights in the property to Underwriters.

D. PROOF AND APPRAISAL OF LOSS

1. **Proof of Loss.** With respect to Coverages E and F, before coverage will apply, the **Named Insured** must:
 - a. prepare and submit to the persons named in Item 7. of the Declarations a written and detailed proof of loss sworn by an officer of the **Named Insured** within ninety (90) days after the **Insured** discovers a **Data Protection Loss** or the **Insured Organization** sustains a **Business Interruption Loss** (as applicable), but in no event later than 6 months following the end of the **Policy Period** (unless such period has been extended by Underwriter's written consent). Such proof of loss shall include a narrative with full particulars of such **Data Protection Loss** or **Business Interruption Loss**, including, the time, place and cause of the **Data Protection Loss** or **Business Interruption Loss**, a detailed calculation of any **Data Protection Loss** or **Business Interruption Loss**, the **Insured Organization's** interest and the interest of all others in the property, the sound value thereof and the amount of **Data Protection Loss** or **Business Interruption Loss** or damage thereto and all other insurance thereon; and
 - b. upon Underwriters' request, submit to an examination under oath and provide copies of the underlying documents, data and materials that reasonably relate to or are part of the basis of the claim for such **Data Protection Loss** or **Business Interruption Loss**.

The costs and expenses of preparing and submitting a proof of loss, and establishing or proving **Data Protection Loss**, **Business Interruption Loss** or any other **Loss** under this Policy shall be the **Insured's** obligation, and are not covered under this Policy.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
Insurer: <Insurer>

FORENSIC SCIENCE AND EXPERT WITNESS SERVICES ENDORSEMENT

This endorsement modifies insurance provided under the following:

MISCELLANEOUS PROFESSIONAL LIABILITY INSURANCE POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. The Insurer will reimburse the **Insured**, upon written request, for legal fees and expenses up to \$7,500 in the aggregate for the **Policy Period**, incurred by the **Insured** with the prior written consent of the Insurer, in responding to a disciplinary proceeding brought directly against the **Insured** during the **Policy Period** provided that the disciplinary proceeding:
 1. arises out of the rendering of or failure to render **Professional Services**; and
 2. is reported to the Insurer during the **Policy Period**.

After the Insurer has paid \$7,500 under this endorsement, the Insurer shall not be obligated to pay any further legal fees and expenses.

All payments made under this endorsement are not subject to a Deductible and are payable by the Insurer in addition to the Limits of Liability.

2. Clause II. Defense, Settlement, and Investigation of Claims D. is deleted and replaced with the following:
 - D. If the **Insured** refuses to consent to any settlement or compromise recommended by the Insurer and acceptable to the claimant and elects to contest the **Claim**, the Insurer's liability for any **Damages** and **Claims Expenses** shall not exceed: (1) the amount for which the **Claim** could have been settled plus **Claims Expenses** incurred as of the date the Insurer recommended the settlement, less the remaining Each **Claim** Deductible; plus (2) 70% of covered **Damages** and **Claims Expenses** excess of the recommended settlement, subject to the applicable Limit of Liability, with the remaining 30% of such excess to be borne by the **Insured**, uninsured and at the **Insured's** own risk.
3. Clause III. The Insured and The Insured Organization is amended to include the lawful spouse, including any natural person qualifying as a domestic partner under the provisions of any applicable federal, state, or local law in the United States, of any of the persons set forth in subparagraphs B. C. D. (if such principal is a natural person) and E., but solely by reason of such spousal status or such spouse's ownership interest in property or assets that are sought as recovery for **Damages**.

4. Clause IV. Exclusions C. is deleted and replaced with the following:

- C. For any **Bodily Injury** or **Property Damage**; provided this exclusion shall not apply to that portion of any **Claim** based upon or arising out of any actual or alleged Spoliation of Evidence.

For the purposes of this Clause IV. C.:

1. Spoliation of Evidence means loss, damage or destruction of any Physical Evidence left in the care, custody and control of the **Insured**; and
2. Physical Evidence means any material of whatever form that is to be tested, examined, analyzed, reviewed or otherwise investigated by the **Insured**.

5. Clause V. Definitions E. **Damages** is amended to include punitive or exemplary damages where insurable under applicable law.

6. Clause V. Definitions E.3. is deleted and replaced with the following:

3. damages which are a multiple of compensatory damages, fines, taxes or loss of tax benefits, sanctions or penalties;

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the “Insurer” or the “Underwriters”

FREIGHT FORWARDERS EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

MISCELLANEOUS PROFESSIONAL LIABILITY INSURANCE POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the coverage under this Insurance does not apply to **Damages** or **Claims Expenses** in connection with or resulting from any **Claim** based upon, arising from or in consequence of any:

- a. activity as a common carrier for hire;
- b. actual or alleged defect in title;
- c. activity involving any nuclear part(s) or fuel, hazardous, radioactive or toxic waste materials, or agents of biological or chemical warfare;
- d. unexplained loss, pilferage or shortage of goods or cargo disclosed upon taking inventory;
- e. liability which would otherwise be covered under a physical loss or damage insurance policy in respect of property in the care, custody and control of the **Insured**;
- f. transit delays where such delays do not result solely from a **Wrongful Act** of the **Insured**;
- g. actual or alleged violation of the U.S. Export Administration Act of 1979, as amended, or any similar provisions of any statutory law or common law anywhere in the world regarding certain restrictive trade practices or boycotts;
- h. strikes, blacklisting, boycotts, sanctions, acts of God, public enemies, authorities of law, embargoes, quarantines, riots, insurrections or wars; or
- i. obligation that would be paid or covered by worker’s compensation, unemployment compensation, or disability benefits policies or laws.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the “Insurer” or the “Underwriters”

HIPAA VIOLATION COVERAGE

This endorsement modifies insurance provided under the following:

MISCELLANEOUS PROFESSIONAL LIABILITY POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. For purposes of this endorsement, the following terms have the following meanings:
 - a. **“Medical Information Protection”** means maintaining the confidentiality of information regarding **Medical Services** and limiting the release or use of such information in conformance with requirements of law.
 - b. **“Medical Services”** means health care, medical care, or treatment provided to any individual, including without limitation any of the following: medical, surgical, dental, psychiatric, mental health, chiropractic, osteopathic, nursing, or other professional health care; the furnishing or dispensing of medications, drugs, blood, blood products, or medical, surgical, dental, or psychiatric supplies, equipment, or appliances in connection with such care; the furnishing of food or beverages in connection with such care; the providing of counseling or other social services in connection with such care; and the handling of, or the performance of post-mortem examinations on, human bodies.
2. As used in Clause I. Insuring Clause, the phrase “negligent act, error or omission” is amended to include the following:
 - a. libel, slander, product disparagement, trade libel or other form of defamation;
 - b. invasion or infringement of the right of privacy or publicity, including without limitation false light, public disclosure of private facts, intrusion and commercial appropriation of name, persona or likeness;
 - c. false arrest, detention or imprisonment; or
 - d. wrongful entry or eviction, or other invasion of the right of private occupancy.
3. Clause IV. Exclusions I. shall not apply to a **Claim** seeking fines assessed for violation of Health Insurance Portability and Accountability Act (“HIPAA”).
4. Clause IV. Exclusions K. is deleted.
5. The coverage under this Insurance does not apply to **Damages** or **Claims Expenses** in connection with or resulting from any **Claim** for or arising out of or resulting from:
 - a. the design, manufacture, assembly, installation, modification or sale of any computer hardware, software or peripheral equipment or device, in whole or in part, by the Insured or by any entity owned by, controlled by or affiliated with the Insured through any common ownership;
 - b. any electronic funds transfer, automated bank transaction or automated securities quotation or transaction, including any authentication or other services ancillary thereto;

- c. any breakdown or failure to perform, in whole or in part, of any computer hardware, software or peripheral equipment or device, including any breakdown, interruption or failure of any utility, telephone line, data transmission line or other infrastructure necessary for the operation of any computer hardware, software or peripheral equipment or device;
- d. the analysis, design, development, programming or any other aspect of providing electronic data processing, computer time-sharing or computer back-up services or facilities to third parties, including the rendering of advice, training or opinions to third parties with respect to electronic data processing, computer time-sharing or computer back-up services or facilities or any aspect thereof;
- e. any introduction or alteration of any code, program or data causing any loss of access to or corruption or malfunction of any computer hardware, software, peripheral equipment or device or data, in whole or in part; or
- f. any unauthorized access to, or use or alteration of, any computer program, computer, computer system or communication facilities that are connected thereto.

provided that, these Exclusions a. through f. shall not apply to any **Claim** for failure to maintain **Medical Information Protection**.

- 6. Clause V.E.3. shall not apply to fines assessed for violation of HIPAA.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the “Insurer” or the “Underwriters”

INDEPENDENT CONTRACTOR ENDORSEMENT

This endorsement modifies insurance provided under the following:

MISCELLANEOUS PROFESSIONAL LIABILITY POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the following is added to the end of Clause III.:

- G. Independent contractors acting on behalf of or for the Named Insured as listed on the Declarations page, and otherwise covered by this Policy.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the “Insurer” or the “Underwriters”

INSURED WEBSITE MEDIA COVERAGE

This endorsement modifies insurance provided under the following:

MISCELLANEOUS PROFESSIONAL LIABILITY POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Clause I. Insuring Clause is amended to include the following:

To pay on behalf of any **Insured Damages** and **Claims Expenses**, in excess of the Each **Claim** Deductible, which the **Insured** shall become legally obligated to pay because of any **Claim** first made against any **Insured** and reported in writing to the Insurer during the **Policy Period** or **Optional Extension Period** (if applicable) arising out of any negligent act, error or omission of the **Insured** regarding the content of the **Insured’s** website except as excluded or limited by the terms, conditions and exclusions of this Policy.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
Insurer: <Insurer>

INTERNET ACCESS/NETWORK SECURITY EXCLUSION

This endorsement modifies insurance provided under the following:

MISCELLANEOUS PROFESSIONAL LIABILITY POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that

1. The coverage under this Insurance does not apply to **Damages** or **Claims Expenses** in connection with or resulting from any **Claim** arising out of or resulting from any:
 - a. inability of a third party, who is authorized to do so, to gain access to **Computer Systems**;
 - b. failure to prevent **Unauthorized Access** to **Computer Systems** that results in:
 - i. the destruction, deletion or corruption of electronic data on **Computer Systems**;
 - ii. **Theft of Data** from **Computer Systems**; or
 - iii. denial of service attacks against Internet sites or computers; or
 - c. failure to prevent transmission of **Malicious Code** from **Computer Systems** to third party computers and systems.
2. For purposes of this endorsement, the following terms have the following meanings:
 - a. "**Computer Systems**" means computers and associated input and output devices, data storage devices, networking equipment, and back up facilities:
 - i. operated by and either owned by or leased to the **Insured Organization**; or
 - ii. operated by a third party service provider and used for the purpose of providing hosted computer application services to the **Insured Organization** or for processing, maintaining, hosting or storing the **Insured Organization's** electronic data, pursuant to written contract with the **Insured Organization** for such services.
 - b. "**Malicious Code**" means any virus, Trojan horse, worm or other similar software program, code or script intentionally designed to insert itself into computer memory or onto a computer disk and spread itself from one computer to another.
 - c. "**Theft of Data**" means the unauthorized taking, misuse or disclosure of information on **Computer Systems**, including but not limited to charge, debit, and credit card

information, banking, financial, and investment services account information, proprietary information, and personal, private, and confidential information.

- d. **“Unauthorized Access”** means:
- i. the use of or access to **Computer Systems** by a person not authorized to do so by the **Insured Organization**; or
 - ii. the authorized use of or access to **Computer Systems** in a manner not authorized by the **Insured Organization**.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
Insurer: <Insurer>

LEGAL SERVICES EXCLUSION

This endorsement modifies insurance provided under the following:

MISCELLANEOUS PROFESSIONAL LIABILITY POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the coverage under this Insurance does not apply to **Damages** or **Claims Expenses** in connection with or resulting from any **Claim** alleging any act, error or omission in the provision of legal services, including, but not limited to:

- a. services performed for others which by law can only be performed by licensed attorneys; regardless of whether any such services were performed by a licensed attorney;
- b. services performed for others by a licensed attorney as an administrator, conservator, executor, trustee, guardian or committee or in any similar fiduciary capacity incidental to the practice of law; and
- c. services performed for others by a licensed attorney as a notary public;

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

MARSH ENDORSEMENT

This endorsement modifies insurance provided under the following:

MISCELLANEOUS PROFESSIONAL LIABILITY INSURANCE POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that

1. For purposes of this endorsement the term "**Continuity Date**" means <Date>.
2. Clause **II. DEFENSE, SETTLEMENT, AND INVESTIGATION OF CLAIMS** D. is deleted in its entirety and replaced with the following:
 - D. If the **Insured** shall refuse to consent to any settlement or compromise recommended by the Insurer and acceptable to the Claimant and elects to contest the **Claim**, the Insurer's liability for any **Damages** and **Claims Expenses** shall not exceed:
 1. the amount for which the **Claim** could have been settled, less the remaining Deductible, plus the **Claims Expenses** incurred up to the time of such refusal, and
 2. fifty percent (50%) of any **Damages** and **Claims Expenses** incurred after the date such settlement or compromise was recommended to the **Insured** with the remaining fifty percent (50%) of such **Damages** and **Claims Expenses** to be borne by the **Insured** at their own risk and uninsuredor the applicable Limit of Liability, whichever is less. The portion of any proposed settlement or compromise that requires the **Insured** to cease, limit or refrain from actual or alleged infringing or otherwise injurious activity or is attributable to future royalties or other amounts that are not **Damages** shall not be considered in determining the amount for which a **Claim** could have been settled.
3. Clause **IV. EXCLUSIONS** B., and Q. are deleted in their entirety and replaced with the following:
 - B. Arising out of or resulting from any act, error or omission committed prior to the inception date of this Insurance:
 1. if any **Insured** on or before the **Continuity Date** knew or could have reasonably foreseen that such act, error or omission might be expected to be the basis of a **Claim**; or
 2. in respect of which any **Insured** has given notice of a circumstance which might lead to a **Claim** to the insurer of any other policy in force prior to the inception date of this Policy;
 - Q. Arising out of or resulting from the insolvency or bankruptcy of any **Insured**;
4. Clause **V. DEFINITIONS** C., D., F. and I. are deleted in their entirety and replaced with the following:

- C. **"Claim"** means a written demand received by any **Insured** for money or services, including the service of suit or institution of arbitration proceedings. **"Claim"** shall also mean a written threat or initiation of a suit seeking injunctive relief (meaning a temporary restraining order or a preliminary or permanent injunction).

Multiple **Claims** arising from the same or a series of related or repeated acts, errors or omissions or from any continuing acts, errors or omissions shall be considered a single **Claim** for the purposes of this Policy, irrespective of the number of Claimants or **Insureds** involved in the **Claim**. All such **Claims** shall be deemed to have been made at the time of the first such **Claim**.

- D. **"Claims Expenses"** means:

1. reasonable and necessary fees charged by an attorney designated by the Insurer;
2. all other fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a **Claim**, suit or proceeding arising in connection therewith, or circumstance which might lead to a **Claim**, if incurred by the Insurer, or by the **Insured** with the prior written consent of the Insurer; and
3. premiums for appeal bonds for covered judgments or bonds to release property used to secure a legal obligation, if required for any **Claim** against an **Insured** for a covered act, error or omission, provided however that Insurer shall have no obligation to appeal or to obtain bonds;
4. **Claims Expenses** do not include any salary, overhead or other charges of or by the **Insured** for any time spent in cooperating in the defense and investigation of any **Claim** or circumstance that might lead to a **Claim** notified under this Insurance.

- F. **"Optional Extension Period"** means the period of time after the end of the **Policy Period** for reporting **Claims** as provided in Section X of this Policy.

- I. **"Subsidiary"** means any corporate entity while more than 50% of the outstanding securities representing the present right to vote for the election of such entity's directors are owned by the Named Insured directly or indirectly, if such entity was so owned prior to or on the inception date of this Policy; or:

1. becomes so owned after the inception date of this Policy provided the revenues of the entity do not exceed 10% of the Named Insured's Annual Revenues as set forth in their most recent application for insurance; or
2. becomes so owned after the inception date of this Policy provided that if the revenues of the entity exceed 10% of the Named Insured's Annual Revenues as set forth in their most recent application for insurance, the provisions of Provision XV. Mergers and Acquisitions, must be fulfilled.

Provided that this Policy only provides coverage for acts, errors or omissions taking place while the corporate entity is so owned by the Named Insured.

5. Clause **IX. NOTICE OF CLAIM, OR CIRCUMSTANCE THAT MIGHT LEAD TO A CLAIM** D. is added and A. and B. are deleted in their entirety and replaced with the following:

- A. If any **Claim** is made against the **Insured**, the **Insured** shall forward as soon as practicable to the Insurer through persons named in Item 8.(a) of the Declarations written notice of such **Claim** in the form of a telecopy, or express or certified mail together with every demand, notice, summons or other process received by the **Insured** or the **Insured's** representative.
- B. If during the **Policy Period** the **Insured** first becomes aware of any circumstance that could reasonably be the basis for a **Claim** and gives written notice to the Insurer in the form of a telecopy, or express or certified mail through persons named in Item 8(a). of the Declarations as soon as practicable during the **Policy Period** of:
1. the specific details of the negligent act, error or omission that could reasonably be the basis for a **Claim**;
 2. the injury or damage which may result or has resulted from the circumstance; and
 3. the facts by which the **Insured** first became aware of the act, error or omission

then any subsequent **Claim** made against the **Insured** arising out of such circumstance who is the subject of the written notice will be deemed to have been made at the time written notice complying with the above requirements was first given to the Insurer.

- D. With respect to any **Claims** first made against the **Insured** during the last thirty (30) days of the **Policy Period**, the **Insured** shall forward as soon as practicable to the Insurer through persons named in Item 8.(a) of the Declarations written notice of such **Claims** in the form of a telecopy, or express or certified mail, but in no event later than thirty (30) days after the end of the **Policy Period**.
6. Clause **XV. MERGERS AND ACQUISITIONS** B. is deleted in its entirety and replaced with the following:
- B. If during the **Policy Period** the Named Insured consolidates or merges with or is acquired by another entity, or sells substantially all of its assets to any other entity, then coverage under this Policy shall not apply to acts, errors or omissions committed subsequent to such consolidation, merger or acquisition and the Insurer shall retain the total premium for this Policy, such total premium to be deemed earned at the date of such consolidation, merger or acquisition.

The foregoing provision shall not apply if the Named Insured provides written notice to the Insurer at least 30 days prior to such consolidation, merger or acquisition, and the Named Insured has agreed to any additional premium and terms of coverage required by the Insurer, and the Insurer has issued an endorsement extending coverage under this Policy.

7. Clause **XIV. CANCELLATION** B. is deleted and replaced with the following:
- B. The Insurer may only cancel this Policy because the **Insured** has failed to pay a premium when due. Under such circumstances, this Policy may be cancelled by the Insurer by mailing or delivering a written notice of cancellation to the Named Insured stating when not less than ten (10) days thereafter such cancellation shall be effective. The notice of cancellation shall state the reason for cancellation. The mailing of such notice shall be sufficient notice and the effective date of cancellation stated in the notice shall become the end of the **Policy Period**. Delivery of such written notice by the Insurer shall be equivalent to mailing.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

MEDICAL EQUIPMENT EXCLUSION

This endorsement modifies insurance provided under the following:

MISCELLANEOUS PROFESSIONAL LIABILITY POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the coverage under this Insurance does not apply to **Damages** or **Claims Expenses** in connection with or resulting from any **Claim** arising out of or resulting from any actual or alleged malfunction of any Medical Equipment to perform in any manner as a result of any defect, deficiency, inadequacy or dangerous condition in such equipment or in its design or manufacture.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
Insurer: Syndicate 2623-623 at Lloyd's

MEDICAL MALPRACTICE - CLINICAL TRIAL EXCLUSION

This endorsement modifies insurance provided under the following:

MISCELLANEOUS PROFESSIONAL LIABILITY INSURANCE POLICY

In consideration of the premium charged for this Policy, it is hereby understood and agreed that:

1. Subject to paragraph 2. below, Clause IV. Exclusion C. shall not apply to any **Claim** for **Bodily Injury** arising directly out of any negligent act, error or omission of the **Insured** in rendering or failing to render Professional Services as stated in Item 9 of the Declarations;
2. The coverage under this Insurance does not apply to **Damages** or **Claims Expenses** in connection with or resulting from any **Claim** alleging, arising out of, based upon or attributable to or from:
 - a. any medical malpractice including, but not limited to, the rendering of or a failure to render medical professional services, treatment or advice; or
 - b. any clinical trials or other clinical or medical laboratory research or services rendered by or on behalf of the **Insured**; or
 - c. any research or services rendered by or on behalf of the **Insured** in connection with the development, manufacturing, handling, distributing, selling or disposing of another's healthcare products or pharmaceuticals; or
 - d. any healthcare services rendered by or on behalf of the **Insured** in connection with clinical trials or other clinical or medical laboratory research or services.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Date _____

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the “Insurer” or the “Underwriters”

MEDICAL SERVICES EXCLUSION

This endorsement modifies insurance provided under the following:

MISCELLANEOUS PROFESSIONAL LIABILITY INSURANCE POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. The coverage under this Insurance does not apply to **Damages** or **Claims Expenses** in connection with or resulting from any **Claim**:
 - a. based on or arising out of medical professional malpractice including, but not limited to, the rendering of failure to render medical professional services, treatment or advice;
 - b. based on or arising out of any actual or alleged lack of good faith or fair dealing in the handling of any **Claim** or obligation arising out of or under any insurance contract or from any benefit plan;
 - c. based on or arising out of the ownership, formation, creation, administration or operation of any health maintenance organization, preferred provider organization, insurance company, risk retention group, insurance pool, reciprocal, captive, self insurance program, or risk retention and risk purchasing group formed under the Federal Liability Retention Act of 1981 and 1986 as amended and any amendments thereto;
 - d. based on or arising out of the actual or alleged failure of any **Managed Care Organization** to pay any salary, charges or fees of any provider of medical services;
 - e. based on or arising out of the bankruptcy, insolvency or liquidation of any **Managed Care Organization**;
 - f. based on or arising out of **Peer Review** services or **Credentialing** services;
 - g. based on or arising out of **Utilization Review** services which results in the denial of medial treatment;
 - h. based on or arising out of any change in electric power supply, including but not limited to power interruption or surge, brownout, blackout, short circuit, over voltage, or power fluctuation;
 - i. based on or arising out of setting of any loss reserves.
2. For purposes of this endorsement, the following terms have the following meanings:
 - a. **“Managed Care Organization”** means any managed care organization, including without limitation any health maintenance organization, preferred provider organization, independent physician organization, physician hospital organization or management services organization.
 - b. **“Credentialing”** means the verification of a healthcare provider’s credentials.

- c. **“Peer Review”** means the assessment by the **Insured** of the quality of services rendered by any person or organization acting as a health care provider.
- d. **“Utilization Review”** means the review of the necessity, appropriateness, cost type or utilization of health care services.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

MISCELLANEOUS PROFESSIONAL LIABILITY ENDORSEMENT

This endorsement modifies insurance provided under the following:

BEAZLEY INFORMATION SECURITY, PRIVACY LIABILITY, FIRST PARTY DATA PROTECTION AND NETWORK BUSINESS INTERRUPTION INSURANCE

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. The Following Insuring Agreement Is Added to the Section I of the Policy

COVERAGE H: PROFESSIONAL LIABILITY

To pay on behalf of any **Insured Damages** and **Claims Expenses**, in excess of the Each **Claim** Deductible, which the **Insured** shall become legally obligated to pay because of any **Claim** first made against any **Insured** and reported in writing to the Underwriters during the **Policy Period** or **Optional Extension Period** (if applicable) arising out of any negligent act, error or omission of the **Insured** in rendering or failing to render Professional Services, for others, on behalf of the **Insured Organization** and caused by the **Insured** except as excluded or limited by the terms, conditions and exclusions of this Policy.

- 2. Item 3. "Coverages Purchased and Limit of Liability" B. of the Declarations is amended to also apply to Coverage H.**
- 3. Item 4. "Retention" A. of the Declarations is amended to also apply to Coverage H.**
- 4. Section II of the Policy, Defense and Settlement of Claims is amended to also apply to Coverage H.**
- 5. Exclusion N is Amended to Add "and Coverage H" to the First Line, After the Words "With respect to Coverage A."**
- 6. Exclusions G and Q in the Policy Shall Not Apply to Coverage H.**
- 7. The Following are added to Clause V. "Exclusions" but only with respect to Coverage H.:**
 1. For or arising out of, or resulting from delay in delivery or performance, or failure to deliver or perform at or within an agreed upon period of time;
 2. Arising out of or resulting from any actual or alleged gambling, contest, lottery, promotional game or other game of chance;
 3. Arising out of or resulting from the advising or requiring of, or failure to advise or require, or failure to maintain any form of insurance, suretyship or bond, either with respect to the **Insured** or any other person or entity;
 4. For or arising out of any actual or alleged:

- a. infringement or misappropriation of any intellectual property right, including but not limited to infringement of patent, copyright, title, trademark, servicemark, design, trade dress or misappropriation of trade secret; or
 - b. plagiarism, piracy or misappropriation of ideas under implied contract;
5. For or arising out of libel, slander, or any other form of defamation, disparagement or harm to the reputation or character of any person or organization, or for or arising out of invasion of or interference with a person's right to privacy;
 6. For or arising out of any failure to pay any bond, interest on any bond, any debt, financial guarantee or debenture;
 7. For or arising out of any actual or alleged commingling of or inability or failure to pay, collect, or safeguard funds;
 8. For or arising out of any loss sustained or alleged to have been sustained through the fluctuation in the market value of any security or property, including real property; or
 9. If a Retroactive Date is applicable to this coverage, it will appear at Item 6. of the Declarations and the following exclusion shall apply:

The coverage under this Insurance does not apply to **Damages** or **Claims Expenses** in connection with or resulting from any **Claim** or circumstance that might lead to a claim arising out of any act, error or omission which took place, or is alleged to have taken place, prior to the Retroactive Date as set forth in Item 6. of the Declarations.

8. Section VIII.B, Limit of Liability is deleted and replaced with the following:

- B. The "THIRD PARTY AGGREGATE LIMIT OF LIABILITY" stated in Item 3.B of the Declarations is Underwriters' combined total Limit of Liability for all **Damages** and **Claims Expenses** arising out of all **Claims** or circumstances that might lead to a **Claim** which are covered under Coverages A, B, C and H of this Policy, and neither the inclusion of more than one **Insured** under this Policy, nor the making of **Claims** by more than one person or entity shall increase the Limit of Liability. The THIRD PARTY AGGREGATE LIMIT OF LIABILITY shall be part of and not in addition to the **Policy Aggregate Limit**.

9. **Section IX.A, Retention is deleted and replaced with the following:**
 - A. With respect to Coverages A, B, C and H, the **Retention** amount set forth in Item 4.A of the Declarations applies separately to each **Claim**. With respect to Coverages A, B, C and H, the **Retention** shall be satisfied by monetary payments by the **Named Insured** of **Damages** and **Claims Expenses** resulting from Claims first made and reported to the Underwriters during the **Policy Period** and the **Optional Extension Period**. With respect to Coverages A, B, C, and H, if more than one Coverage Section applies, the single highest **Retention** between the Coverage Sections shall apply.
10. **Section X.A, Optional Extension Period, is modified to add “and Coverage H” to the First Line of the Provision After “With respect to Coverages A, B and C.”**
11. **Section XI.A., Clauses 1 and 2 of Notice of Claim, Loss or Circumstance that Might Lead to a Claim are modified to add “and Coverage H” to the First Line of the Provision After “With respect to Coverages A, B and C.”**
12. **Section H.1, Newly Acquired Subsidiaries, is modified to add “and Coverage H” to the First Line of the Provision After “With respect to Coverages A, B and C.”**

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the “Insurer” or the “Underwriters”

MOST FAVORABLE VENUE FOR PUNITIVE DAMAGES

This endorsement modifies insurance provided under the following:

MISCELLANEOUS PROFESSIONAL LIABILITY POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Clause V. Definitions E.3. is deleted and replaced with the following:

3. a. punitive or exemplary damages unless insurable by law in the applicable venue that most favors coverage for such punitive or exemplary damages; or
- b. any damages which are a multiple of compensatory damages, fines, taxes or loss of tax benefits, sanctions or penalties;

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
Insurer: <Insurer>

MULTIYEAR POLICY ENDORSEMENT (MULTI AGGREGATE LIMIT OF LIABILITY) - ARKANSAS

This endorsement modifies insurance provided under the following:

MISCELLANEOUS PROFESSIONAL LIABILITY POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. For purposes of this endorsement, the following terms have the following meanings:
 - a. “**Anniversary Date**” means the date which is exactly one year following the Inception Date in Item 2 of the Declarations.
 - b. “**Policy Year**” means each annual period within the **Policy Period** from the Inception Date in Item 2 of the Declarations to the **Anniversary Date** or any earlier date of cancellation, and from the **Anniversary Date** to the Expiration Date in Item 2 of the Declarations or any earlier date of cancellation.
2. Item 3.b. of the Declarations is deleted and replaced with the following:
 - b. <Multi-Year Aggregate Limit> Aggregate for each **Policy Year** – includes **Claims Expenses**.
3. The premium set forth in Item 5. of the Declarations shall be payable as follows:
 - a. <Due at Inception> due as of the Inception Date in Item 2 of the Declarations; and
 - b. <Due on Anniversary> due as of the **Anniversary Date**.
4. Clause VI. Limit of Liability B. is deleted and replaced with the following:
 - B. If the Aggregate Limit of Liability stated in Item 3.b. of the Declarations is exhausted by the payment of **Damages** and/or **Claims Expenses** in any **Policy Year**, the Insurer’s obligations under this Policy for such **Policy Year** shall be completely fulfilled and extinguished. If the Limits of Liability applicable to the **Policy Period** are exhausted by the payment of **Damages** and/or **Claims Expenses** the Insurer’s obligations under this Policy shall be completely fulfilled and extinguished. The Insurer’s maximum Limit of Liability with respect to **Damages** and/or **Claims Expenses** from any **Claim** shall be the remaining Aggregate Limit of Liability applicable to the **Policy Year** in which such **Claim** was made.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

**MULTI YEAR POLICY ENDORSEMENT (SINGLE AGGREGATE LIMIT OF LIABILITY, PREPAID
PREMIUM)**

This endorsement modifies insurance provided under the following:

MISCELLANEOUS PROFESSIONAL LIABILITY POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that for the purposes of this endorsement, the term "total premium" as used in Item 7.a. of the Declarations and Clause X. A. shall be: \$ <Annual Premium>

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the “Insurer” or the “Underwriters”

MUTUAL CHOICE OF DEFENSE COUNSEL

This endorsement modifies insurance provided under the following:

MISCELLANEOUS PROFESSIONAL LIABILITY POLICY

In consideration of the premium charged for this Policy, it is hereby understood and agreed that:

1. Clause II. Defense, Settlement, and Investigation of Claims A. is amended by the addition of the following:

Defense Counsel shall be mutually agreed upon between the Named Insured and the Insurer, but in the absence of such agreement the Insurer’s decision shall be final.

2. Clause V. Definitions D.1. is deleted in its entirety and replaced with the following:

1. reasonable and necessary fees charged by an attorney mutually agreed upon between the Named Insured and the Insurer in accordance with Clause II.A.; and

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the “Insurer” or the “Underwriters”

PERSONAL INJURY AND ADVERTISING INJURY COVERAGE

This endorsement modifies insurance provided under the following:

MISCELLANEOUS PROFESSIONAL LIABILITY POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that

1. Clause IV. Exclusions K is deleted.
2. Clause IV. Exclusions J is deleted and replaced with the following:
 - J. for or arising out of any actual or alleged infringement or misappropriation of patent or infringement of software copyright.
3. Throughout the Policy the phrase “negligent act, error or omission of the **Insured**” set forth in Section I. Insuring Clause is amended to include:
 - a. defamation, libel, slander, product disparagement, trade libel, prima facie tort, infliction of emotional distress, outrage, outrageous conduct, or other tort related to disparagement or harm to the reputation or character of any person or organization;
 - b. invasion of or interference with the right to privacy or of publicity;
 - c. misappropriation of any name or likeness for commercial advantage;
 - d. false arrest, detention or imprisonment or malicious prosecution;
 - e. invasion of or interference with any right to private occupancy, including trespass, wrongful entry, wrongful eviction or eavesdropping;
 - f. plagiarism, piracy or misappropriation of ideas under implied contract;
 - g. infringement of trade dress, title or slogan, or the dilution or infringement of trademark, trade name, service mark or service name;
 - h. infringement of copyright, except for software copyright; or
 - i. misappropriation of trade secret, except for any **Claim** for or arising out of the disclosure, misuse or misappropriation of any ideas, trade secrets or confidential information that came into the possession of any person prior to the date he or she became an employee, officer, director, principal or partner of the **Insured Organization**.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the “Insurer” or the “Underwriters”

PRODUCT LIABILITY EXCLUSION

This endorsement modifies insurance provided under the following:

MISCELLANEOUS PROFESSIONAL LIABILITY POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the coverage under this Insurance does not apply to **Damages** or **Claims Expenses** in connection with or resulting from any **Claim** arising out of or resulting from any actual or alleged malfunction of any product of failure of any product to perform in any manner as a result of any defect, deficiency, inadequacy or dangerous condition in such product or in its design or manufacture.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>

**This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the “Insurer” or the “Underwriters”**

PRODUCT OR PROCESS DEFICIENCY OR MALFUNCTION AND REPAIR RECALL EXCLUSION

This endorsement modifies insurance provided under the following:

MISCELLANEOUS PROFESSIONAL LIABILITY POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Clause IV, Exclusions. is amended to include to include the following:

For, arising out of or resulting from any actual or alleged deficiency or malfunction of any product, process, technique or piece of equipment or furniture sold, designed, manufactured, or furnished by the **Insured**.

For, arising out of or resulting from any recall, repair, or replacement of any product designed, sold, manufactured, or furnished by the **Insured** that malfunctions or is claimed to be deficient.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

PROFESSIONAL SERVICES CARVEBACK TO EXCLUSION K.

This endorsement modifies insurance provided under the following:

MISCELLANEOUS PROFESSIONAL LIABILITY POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Clause IV. Exclusions K. shall not apply to any **Claim** where the **Damages** sought by the claimant are for libel, slander, defamation, disparagement or harm to the reputation or character of any person or organization or invasion of or interference with the right to privacy which arise solely out of any negligent act, error or omission in rendering or failure to render **Professional Services** which is otherwise covered under the terms and conditions of this Policy; but not if the **Insured's** own act, error or omission is the direct immediate cause of such **Claim**. Furthermore, this extension of coverage applies only if such **Claim** is not covered under any other policy of insurance;

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
Insurer: <Insurer>

PROFESSIONAL SERVICES CARVEBACK TO FAILURE TO MAINTAIN INSURANCE EXCLUSION

This endorsement modifies insurance provided under the following:

MISCELLANEOUS PROFESSIONAL LIABILITY POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Clause IV. Exclusions G. shall not apply to any **Claim** alleging any negligent act, error or omission in the performance of or failure to perform **Professional Services**.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
Insurer: <Insurer>

PROPERTY MANAGEMENT SERVICES ENDORSEMENT
(WITH OWNERSHIP INTEREST CARVEBACK)

This endorsement modifies insurance provided under the following:

MISCELLANEOUS PROFESSIONAL LIABILITY POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. Clause I. Insuring Clause is deleted and replaced with the following:

I. Insuring Clause

To pay on behalf of any **Insured Damages** and **Claims Expenses**, in excess of the Each **Claim** Deductible, which the **Insured** shall become legally obligated to pay because of any **Claim** first made against any **Insured** and reported in writing to the Underwriters during the **Policy Period** or **Optional Extension Period** (if applicable) arising out of:

- A. any negligent act, error or omission;
- B. libel, slander, product disparagement, trade libel or other form of defamation;
- C. invasion or infringement of the right of privacy or publicity, including but not limited to false light, public disclosure of private facts, intrusion and commercial appropriation of name, persona, or likeness;
- D. false arrest, detention or imprisonment; or
- E. wrongful entry or eviction, or other invasion of the right of private occupancy;

of the **Insured** in rendering or failing to render Professional Services as stated in Item 9. of the Declarations, for others, on behalf of the **Insured Organization** and caused by the **Insured** except as excluded or limited by the terms, conditions and exclusions of this Policy.

2. The coverage under this Insurance does not apply to **Damages** or **Claims Expenses** in connection with or resulting from any **Claim**:
- a. based upon, arising from or in consequence of any actual or alleged performance of or failure to perform services as an attorney, real estate agent/broker, insurance agent/broker, mortgage broker, escrow agent, property developer, builder, construction manager, architect, or engineer;
 - b. based upon, arising from or in consequence of any syndication, formation, promotion, offer, sale, roll-up, or management of any limited or general partnership or any interest therein;
 - c. based upon, arising from or in consequence of any express or implied, or verbal or written, with respect to the future value of any real, personal, or intellectual property;
 - d. based upon, arising from or in consequence of any estimate, guaranty, representation, or warranty of any construction project or costs;
 - e. based upon, arising from or in consequence of any failure to make certain or verify that any construction project has been properly completed or completed on time;
 - f. based upon, arising from or in consequence of the gaining in fact of any personal profit or advantage to which the **Insured** is not legally entitled;
 - g. based upon, arising from or in consequence of any transaction in which any **Insured** has a direct or indirect beneficial ownership interest as a buyer or seller of real property; however, this exclusion does not apply to real property to which any **Insured** has taken legal title solely for immediate resale and has entered into a written contract to sell not later than ninety days;
 - h. based upon, arising from or in consequence of any failure to collect or pay income or property tax of others;
 - i. based upon, arising from or in consequence of any **Insured** guaranteeing the availability of funds, or specified rate of return and/or interest;
 - j. based upon, arising from or in consequence of any advertising or mass marketing, including but not limited to, mass mailings, blast faxing or any form of electronic transmission of advertising;
 - k. based upon, arising from or in consequence of any notarized certification or acknowledgment of a signature of a person without the physical appearance of such person before the insured notary public at the time of the notarized certification or acknowledgment;
 - m. based upon, arising from, or in consequence of, the sale or property management of property developed, constructed or owned by the **Insured**, or any firm or corporation in which the **Insured** has a financial interest, or by any firm coming under the same financial control as the named **Insured**. However, this exclusion does not apply to real property to which any **Insured** has taken legal title solely for immediate resale and has entered into a written contract to sell not later than ninety (90) days after taking legal title;
or

- n. based upon, arising from, or in consequence of, any **Subsidence** regardless of any other cause, event, material, product and/or building component that contributed concurrently or in any sequence to that loss, cost or expense or to such defense expenses, **Claim Expenses** and/or any **Damages** or losses.
- 3. Clause IV. Exclusion K is deleted.
 - 4. Clause IV. Exclusion O is deleted and replaced with the following:
 - O. brought by or on behalf of any person or entity:
 - a. which is owned by or controlled by any **Insured**; or
 - b. which owns or controls an **Insured**; or
 - c. which is affiliated with any **Insured** through any common ownership or control; or
 - d. in which any **Insured** is a director, officer, partner or principal stockholder.

This exclusion shall only apply to the percentage of ownership interest of the **Insured** or the spouse of the **Insured** in any property. This exclusion shall not apply to the percentage of ownership interest in any such entity not operated, managed or controlled by an **Insured** or the spouse of the **Insured**.
 - 5. The term "Pollutants" as defined in Clause IV. Exclusions V.4. is amended to include lead or lead products.
 - 6. For purposes of this endorsement, the following terms have the following meanings:
 - a. **Subsidence** means earth movement of any kind whatsoever, including, but not limited to earthquake, landslide, **Mine Subsidence**, **Sinkhole Collapse**, earth sinking, rising or shifting, mud flow, expansion, contraction, consolidation, freezing, thawing, settling, falling away, caving in, eroding, flowing, tilting, or other movement of land, earth or mud.
 - b. **Mine Subsidence** means subsidence of a man-made mine, whether or not mining activity has ceased.
 - c. **Sinkhole Collapse** means loss or damage caused by the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
Insurer: <Insurer>

PROPERTY MANAGEMENT SERVICES ENDORSEMENT
(WITHOUT OWNERSHIP INTEREST CARVEBACK)

This endorsement modifies insurance provided under the following:

MISCELLANEOUS PROFESSIONAL LIABILITY POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. Clause I. Insuring Clause is deleted and replaced with the following:

I. Insuring Clause

To pay on behalf of any **Insured Damages** and **Claims Expenses**, in excess of the Each **Claim** Deductible, which the **Insured** shall become legally obligated to pay because of any **Claim** first made against any **Insured** and reported in writing to the Underwriters during the **Policy Period** or **Optional Extension Period** (if applicable) arising out of:

- A. any negligent act, error or omission;
- B. libel, slander, product disparagement, trade libel or other form of defamation;
- C. invasion or infringement of the right of privacy or publicity, including but not limited to false light, public disclosure of private facts, intrusion and commercial appropriation of name, persona, or likeness;
- D. false arrest, detention or imprisonment; or
- E. wrongful entry or eviction, or other invasion of the right of private occupancy;

of the **Insured** in rendering or failing to render Professional Services as stated in Item 9. of the Declarations, for others, on behalf of the **Insured Organization** and caused by the **Insured** except as excluded or limited by the terms, conditions and exclusions of this Policy.

2. The coverage under this Insurance does not apply to **Damages** or **Claims Expenses** in connection with or resulting from any **Claim**:
- a. based upon, arising from or in consequence of any actual or alleged performance of or failure to perform services as an attorney, real estate agent/broker, insurance agent/broker, mortgage broker, escrow agent, property developer, builder, construction manager, architect, or engineer;
 - b. based upon, arising from or in consequence of any syndication, formation, promotion, offer, sale, roll-up, or management of any limited or general partnership or any interest therein;
 - c. based upon, arising from or in consequence of any express or implied, or verbal or written, with respect to the future value of any real, personal, or intellectual property;
 - d. based upon, arising from or in consequence of any estimate, guaranty, representation, or warranty of any construction project or costs;
 - e. based upon, arising from or in consequence of any failure to make certain or verify that any construction project has been properly completed or completed on time;
 - f. based upon, arising from or in consequence of the gaining in fact of any personal profit or advantage to which the **Insured** is not legally entitled;
 - g. based upon, arising from or in consequence of any transaction in which any **Insured** has a direct or indirect beneficial ownership interest as a buyer or seller of real property; however, this exclusion does not apply to real property to which any **Insured** has taken legal title solely for immediate resale and has entered into a written contract to sell not later than ninety days;
 - h. based upon, arising from or in consequence of any failure to collect or pay income or property tax of others;
 - i. based upon, arising from or in consequence of any **Insured** guaranteeing the availability of funds, or specified rate of return and/or interest;
 - j. based upon, arising from or in consequence of any advertising or mass marketing, including but not limited to, mass mailings, blast faxing or any form of electronic transmission of advertising;
 - k. based upon, arising from or in consequence of any notarized certification or acknowledgment of a signature of a person without the physical appearance of such person before the insured notary public at the time of the notarized certification or acknowledgment;
 - m. based upon, arising from, or in consequence of, the sale or property management of property developed, constructed or owned by the **Insured**, or any firm or corporation in which the **Insured** has a financial interest, or by any firm coming under the same financial control as the named **Insured**. However, this exclusion does not apply to real property to which any **Insured** has taken legal title solely for immediate resale and has entered into a written contract to sell not later than ninety (90) days after taking legal title; or
 - n. based upon, arising from, or in consequence of, any **Subsidence** regardless of any other cause, event, material, product and/or building component that contributed

concurrently or in any sequence to that loss, cost or expense or to such defense expenses, **Claim Expenses** and/or any **Damages** or losses.

3. Clause IV. Exclusion K is deleted.
4. Clause IV. Exclusion O is deleted and replaced with the following:
 - O. brought by or on behalf of any person or entity:
 - a. which is owned by or controlled by any **Insured**; or
 - b. which owns or controls an **Insured**; or
 - c. which is affiliated with any **Insured** through any common ownership or control; or
 - d. in which any **Insured** is a director, officer, partner or principal stockholder.
5. The term "Pollutants" as defined in Clause IV. Exclusions V.4. is amended to include lead or lead products.
6. For purposes of this endorsement, the following terms have the following meanings:
 - a. **Subsidence** means earth movement of any kind whatsoever, including, but not limited to earthquake, landslide, **Mine Subsidence**, **Sinkhole Collapse**, earth sinking, rising or shifting, mud flow, expansion, contraction, consolidation, freezing, thawing, settling, falling away, caving in, eroding, flowing, tilting, or other movement of land, earth or mud.
 - b. **Mine Subsidence** means subsidence of a man-made mine, whether or not mining activity has ceased.
 - c. **Sinkhole Collapse** means loss or damage caused by the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the “Insurer” or the “Underwriters”

PUNITIVE DAMAGES ENDORSEMENT

This endorsement modifies insurance provided under the following:

MISCELLANEOUS PROFESSIONAL LIABILITY INSURANCE POLICY

In consideration of the premium charged for the policy, it is hereby understood and agreed that Clause V. Definitions E. is deleted and replaced with the following:

E. **“Damages”** means a monetary judgment, award or settlement, punitive or exemplary damages or any damages which are a multiple of compensatory damages (unless uninsurable by law under the law under which this Policy is construed).

The term **Damages** shall not include or mean:

1. profits, restitution, disgorgement of unjust enrichment or profits by an **Insured**, or the costs of complying with orders granting injunctive or equitable relief;
2. return or offset of fees, charges, or commissions for goods or services already provided or contracted to be provided;
3. fines, taxes or loss of tax benefits, sanctions or penalties;
4. discounts, coupons, prizes, awards or other incentives offered to the **Insured’s** customers or clients;
5. any amounts for which the **Insured** is not liable, or for which there is no legal recourse against the **Insured**; or
6. matters deemed uninsurable under the law pursuant to which this Policy shall be construed.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
Insurer: <Insurer>

REPRESENTATIONS AND SEVERABILITY ENDORSEMENT

This endorsement modifies insurance provided under the following:

MISCELLANEOUS PROFESSIONAL LIABILITY INSURANCE POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Clause XI. Representations By The Insured is amended by adding the following:

In the event that the **Application** contains misrepresentations made with the actual intent to deceive, or contains misrepresentations which materially affect either the acceptance of the risk or the hazard assumed by the Insurer under this Policy, this Policy shall not afford any coverage with respect to those **Insureds** who made or had knowledge of such misrepresentations.

For purposes of the foregoing:

- (a) the knowledge of any **Insured** who is a past, present or future chief financial officer, in-house general counsel, chief executive officer, president or chairperson of an **Insured Organization** shall be imputed to such **Insured Organization** and its **Subsidiaries**;
- (b) the knowledge of the person(s) who signed the **Application** for this Policy shall be imputed to all of the **Insureds**; provided, that except as provided in item (a) above, the knowledge of an **Insured Person** who did not sign the **Application** shall not be imputed to any other **Insured**.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the “Insurer” or the “Underwriters”

REPRESENTATIONS BY THE INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

MISCELLANEOUS PROFESSIONAL LIABILITY POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the Clause XI. is deleted and replaced with the following:

XI. REPRESENTATIONS BY THE INSURED

By acceptance of this Policy, all **Insureds** agree that the statements contained in the **Application** are their agreements and representations and that this Policy is issued in reliance upon the truth thereof.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the “Insurer” or the “Underwriters”

SCHEDULED CLAIMS EXCLUSION

This endorsement modifies insurance provided under the following:

MISCELLANEOUS PROFESSIONAL LIABILITY POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the coverage under this Insurance does not apply to **Damages** or **Claims Expenses** in connection with or resulting from any **Claim** against an Insured based upon, arising from, in consequence of, relating to, or in any way involving any circumstance(s) set forth below:

<Excluded Circumstance(s)>

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
Insurer: <Insurer>

SCHEDULED PERSON/ENTITY EXCLUSION

This endorsement modifies insurance provided under the following:

MISCELLANEOUS PROFESSIONAL LIABILITY POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the coverage under this Insurance does not apply to **Damages** or **Claims Expenses** in connection with or resulting from any **Claim** against or based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any actual or alleged act, error or omission by:

<Excluded Person or Entity>

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

SETTLE WITHIN THE DEDUCTIBLE ENDORSEMENT

This endorsement modifies insurance provided under the following:

MISCELLANEOUS PROFESSIONAL LIABILITY POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. Clause II.B. is deleted and replaced with the following:
 - B. When the Insurer defends a **Claim**, they will pay **Claims Expenses** incurred with their prior written consent. The Insurer agrees that the **Insured** may settle any **Claim** where the **Damages** and **Claims Expenses** do not exceed the Deductible provided the entire **Claim** is resolved and the **Insured** obtains a full release from all claimants. The Limit of Liability available to pay **Damages** shall be reduced and may be completely exhausted by payment of **Claims Expenses**. **Damages** and **Claims Expenses** shall be applied against the Deductible.
2. The third paragraph of Clause XVI. is deleted and replaced with the following:

The **Insured** shall not admit liability, make any payment, assume any obligations, incur any expense, enter into any settlement, stipulate to any judgment or award or dispose of any **Claim** without the written consent of the Insurer, except as specifically provided for in Clause II.B.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the “Insurer” or the “Underwriters”

SEXUAL MISCONDUCT EXCLUSION

This endorsement modifies insurance provided under the following:

MISCELLANEOUS PROFESSIONAL LIABILITY POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the coverage under this Insurance does not apply to **Damages** or **Claims Expenses** in connection with or resulting from any **Claim** arising out of or resulting from sexual misconduct.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the “Insurer” or the “Underwriters”

SPOUSAL / DOMESTIC PARTNER EXTENSION

This endorsement modifies insurance provided under the following:

MISCELLANEOUS PROFESSIONAL LIABILITY POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Clause III. The Insured and the Insured Organization is amended to include the lawful spouse, including any natural person qualifying as a domestic partner under the provisions of any applicable federal, state, or local law in the United States, of any **Insured**, but solely by reason of any act, error or omission of an **Insured** other than such spouse or domestic partner.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
Insurer: <Insurer>

TEMPORARY SERVICES ENDORSEMENT WITH TEMPORARY EMPLOYEE COVERAGE

This endorsement modifies insurance provided under the following:

MISCELLANEOUS PROFESSIONAL LIABILITY POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. Clause III. The Insured and The Insured Organization is amended to include any **Temporary Employee**.
2. For purposes of this endorsement the term "**Temporary Employee**" means any employee of the **Insured Organization** provided to a client by the **Named Insured** under an agreement with the client to meet, support or supplement the client's work force due to employee absences, temporary skill shortages, seasonal workloads, special assignments or projects or similar situations.
4. In addition to and not in limitation of Clause XII. Other Insurance, coverage for any **Temporary Employee** shall apply specifically in excess of any insurance available to the client.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the “Insurer” or the “Underwriters”

TEMPORARY SERVICES ENDORSEMENT WITH TEMPORARY EMPLOYEE EXCLUSION

This endorsement modifies insurance provided under the following:

MISCELLANEOUS PROFESSIONAL LIABILITY POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. The coverage under this Insurance does not apply to **Damages** or **Claims Expenses** arising out of or resulting from any **Claim** arising out of or resulting from any act, error or omission in rendering or failing to render Professional Services by any **Temporary Employee**.
2. For purposes of this endorsement the term “**Temporary Employee**” means any employee of the **Insured Organization** provided to a client by the **Named Insured** under an agreement with the client to meet, support or supplement the client’s work force due to employee absences, temporary skill shortages, seasonal workloads, special assignments or projects or similar situations.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the “Insurer” or the “Underwriters”

THIRD PARTY ADMINISTRATOR EXCLUSION

This endorsement modifies insurance provided under the following:

MISCELLANEOUS PROFESSIONAL LIABILITY POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. The coverage under this Insurance does not apply to **Damages** or **Claims Expenses** in connection with or resulting from any **Claim**:
 - a. based on or arising out of a governmental intervention, cease and desist order, insolvency, receivership, bankruptcy, licensing or liquidation of any organization (directly or indirectly) in which the **Insured** has placed or obtained insurance coverage or placed the funds of a client or account;
 - b. based on or arising out of medical professional malpractice including, but not limited to, the rendering of failure to render medical professional services, treatment or advice;
 - c. based on or arising out of any actuarial act, error, omission or assumption;
 - d. based on or arising out of any actual or alleged lack of good faith or fair dealing in the handling of any **Claim** or obligation arising out of or under any insurance contract or from any benefit plan;
 - e. based on or arising out of the investment or benefit plan funds or the management of plan assets;
 - f. based on or arising out of any structured settlements;
 - g. based on or arising out of service as a managing general agency, managing general underwriter, insurance agent, broker, or reinsurance intermediary;
 - h. based on or arising out of services as an investment advisor or any offer to provide such services or any service in connection therewith;
 - i. based on or arising out of the ownership, formation, creation, administration or operation of any health maintenance organization, preferred provider organization, insurance company, risk retention group, insurance pool, reciprocal, captive, self insurance program, or risk retention and risk purchasing group formed under the Federal Liability Retention Act of 1981 and 1986 as amended and any amendments thereto;
 - j. based on or arising out of the actual or alleged failure of any **Managed Care Organization** to pay any salary, charges or fees of any provider of medical services;

- k. based on or arising out of any actual or alleged commingling or improper use of funds, accounts, premiums, fees, taxes, **Claims** commissions or brokerage monies; for: which any **Insured** collected or should have collected on behalf of another person or organization; sums received by any **Insured** or credited to any **Insured**'s account; which any **Insured** returned or should have returned to another person or organization; any **Claim** amount that any **Insured** paid or should have paid to another person or organization;
- l. based on or arising out of the bankruptcy, insolvency or liquidation of any **Managed Care Organization**;
- m. based on or arising out of any breach of underwriting authority contracts;
- n. based upon or arising out of the failure to comply with any law concerning Workers' Compensation, Employers Liability, Unemployment Compensation, Social Security, Disability Benefits or any other similar law;
- o. based on or arising out of **Peer Review** services or **Credentialing** services;
- p. based on or arising out of **Utilization Review** services which results in the denial of medial treatment;
- q. based on or arising out of any change in electric power supply, including but not limited to power interruption or surge, brownout, blackout, short circuit, over voltage, or power fluctuation;
- r. based on or arising out of any mechanical or electrical failure, breakdown, malfunction or defect of any hardware, equipment or component;
- s. based on or arising out of breach of security, unauthorized access or use of or tampering with data or systems;
- t. based on or arising out of notarized certification or acknowledgement of a signature without the physical appearance before the **Insured** of the person who is, or claims to be the person signing the instrument; or
- u. based on or arising out of setting of any loss reserves.

2. For purposes of this endorsement, the following terms have the following meanings:
- a. **Managed Care Organization** means any managed care organization, including without limitation any health maintenance organization, preferred provider organization, independent physician organization, physician hospital organization or management services organization.
 - b. **Credentialing** means the verification of a healthcare provider's credentials.
 - c. **Peer Review** means the assessment by the **Insured** of the quality of services rendered by any person or organization acting as a health care provider.
 - d. **Utilization Review** means the review of the necessity, appropriateness, cost type or utilization of health care services.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
Insurer: <Insurer>

THIRD PARTY ADMINISTRATOR EXCLUSION

This endorsement modifies insurance provided under the following:

MISCELLANEOUS PROFESSIONAL LIABILITY POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the coverage under this Insurance does not apply to **Damages** or **Claims Expenses** in connection with or resulting from any **Claim** arising out of or resulting from the performance of or failure to perform any services as a third party administrator, including without limitation any of the following:

<Type of Excluded Service>

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
Insurer: <Insurer>

TITLE AND ESCROW OPERATIONS ENDORSEMENT

This endorsement modifies insurance provided under the following:

MISCELLANEOUS PROFESSIONAL LIABILITY POLICY

In consideration of the premium charged for the policy, it is hereby understood and agreed that

1. Item 9. of the Declarations, Professional Services, is deleted and replaced with the following:

Item 9. Professional Services:

Title Abstractor/Searcher, Title Insurance Agent, Rendering Opinions of Title Based Upon Abstracts Prepared by the Insured, Escrow Agent Pursuant to Written Escrow Instructions Accepted in Writing by the Insured, Closing Agent and Notary Public Services, for others for a fee.

2. The coverage under this Insurance does not apply to **Damages** or **Claims Expenses** in connection with or resulting from any **Claim**:
 - a. based upon or arising out of the syndication of property, or based upon or arising out of activities as a mortgage banker, mortgage broker, construction advisor, property developer or real estate agent or broker;
 - b. alleging, arising out of, based upon or in connection with any **Insured's** performance of, or failure to perform, professional services as a lawyer;
 - c. based upon or arising out of the actual or alleged theft, conversion, misappropriation, disappearance, or any actual or alleged insufficiency in the amount of, any escrow funds, monies, monetary proceeds, or any other assets, securities, negotiable instruments, or any other things of value; this Exclusion shall apply in any and all circumstances, and shall apply irrespective of which individual, party, or entity actually or allegedly committed or caused in whole or part the theft, conversion, misappropriation, disappearance, or the actual or alleged insufficiency in amount;
 - d. based upon or arising out of the bankruptcy or financial insolvency of any kind of financial institution, lender, mortgage company, contractor, property developer, or real estate company, or of any other individual, entity, or other party;
 - e. based upon or arising out of disbursement of construction fund
 - f. based upon or arising out of loans by the **Insured** or any servicing loans by the **Insured**;
 - g. based upon or arising out of notarized certification or acknowledgement of a signature without the physical appearance at the time of said notarization before such notary public as insured hereunder, or the person who is or claims to be the person signing said instrument;

- h. based upon or arising out of the Real Estate Settlement Procedures Act (RESPA) or any similar state or local legislation;
- i. arising out of or alleging payment in connection with building constructions without prior receipt of an architect's certificate, where such certificate is required as a condition of payment;
- j. arising out of or alleging having made a payment without prior receipt of appropriate waivers or release of lien from the subcontractors involved, where work or materials have been supplied by subcontractors;
- k. arising out of or alleging faulty workmanship or defective materials or breaches of contract on the part of contractors or subcontractors;
- l. arising out of or alleging making a payment without prior receipt of appropriate waivers or releases of lien from the general contractor;
- m. arising out of any willful or intentional failure on the part of any **Insured** to comply with escrow instructions or any actual or alleged breach of underwriting authority.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the “Insurer” or the “Underwriters”

**THREE YEAR POLICY ENDORSEMENT (MULTI AGGREGATE LIMIT OF LIABILITY, PREPAID
PREMIUM) - ARKANSAS**

This endorsement modifies insurance provided under the following:

MISCELLANEOUS PROFESSIONAL LIABILITY POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. For purposes of this endorsement, the following terms have the following meanings:
 - a. “**Anniversary Date**” means the date which is exactly one year following the Inception Date in Item 2 of the Declarations.
 - b. “**Second Anniversary Date**” means the date which is exactly two years following the Inception Date in Item 2 of the Declaration.
 - c. “**Policy Year**” means each annual period of the **Policy Period** from:
 - i. the Inception Date in Item 2 of the Declarations to the **First Anniversary Date** or any earlier date of cancellation, and
 - ii. from the **First Anniversary Date** to the **Second Anniversary Date** or any earlier date of cancellation, and
 - iii. from the **Second Anniversary Date** to the Expiration Date in Item 2 of the Declarations or any earlier date of cancellation.
2. For the purposes of this endorsement, the term “total premium” as used in Item 7.a. of the Declarations and Clause X.A. shall be: \$ **<Annual Premium>**
3. Item 3.b. of the Declarations is deleted and replaced with the following:
 - b. **<Multi-Year Aggregate Limit>** Aggregate for each **Policy Year** – includes **Claims Expenses**.
4. Clause VI. Limit of Liability B. is deleted and replaced with the following:
 - B. If the Aggregate Limit of Liability stated in Item 3.b. of the Declarations is exhausted by the payment of **Damages** and/or **Claims Expenses** in any **Policy Year**, the Insurer’s obligations under this Policy for such **Policy Year** shall be completely fulfilled and extinguished. If the Limits of Liability applicable to the **Policy Period** are exhausted by the payment of **Damages** and/or **Claims Expenses** the Insurer’s obligations under this Policy shall be completely fulfilled and extinguished. The Insurer’s maximum Limit of Liability with respect to **Damages** and/or **Claims Expenses** from any **Claim** shall be the remaining Aggregate Limit of Liability applicable to the **Policy Year** in which such **Claim** was made.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the “Insurer” or the “Underwriters”

TWO YEAR POLICY ENDORSEMENT (MULTI AGGREGATE LIMIT OF LIABILITY, PREPAID PREMIUM) - ARKANSAS

This endorsement modifies insurance provided under the following:

MISCELLANEOUS PROFESSIONAL LIABILITY POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. For purposes of this endorsement, the following terms have the following meanings:
 - a. “**Anniversary Date**” means the date which is exactly one year following the Inception Date in Item 2 of the Declarations.
 - b. “**Policy Year**” means each annual period within the **Policy Period** from the Inception Date in Item 2 of the Declarations to the **Anniversary Date** or any earlier date of cancellation, and from the **Anniversary Date** to the Expiration Date in Item 2 of the Declarations or any earlier date of cancellation.
2. For the purposes of this endorsement, the term “total premium” as used in Item 7.a. of the Declarations and Clause X.A. shall be: \$ <**Annual Premium**>
3. Item 3.b. of the Declarations is deleted and replaced with the following:
 - b. <**Multi-Year Aggregate Limit**> Aggregate for each **Policy Year** – includes **Claims Expenses**.
4. Clause VI. Limit of Liability B. is deleted and replaced with the following:
 - B. If the Aggregate Limit of Liability stated in Item 3.b. of the Declarations is exhausted by the payment of **Damages** and/or **Claims Expenses** in any **Policy Year**, the Insurer’s obligations under this Policy for such **Policy Year** shall be completely fulfilled and extinguished. If the Limits of Liability applicable to the **Policy Period** are exhausted by the payment of **Damages** and/or **Claims Expenses** the Insurer’s obligations under this Policy shall be completely fulfilled and extinguished. The Insurer’s maximum Limit of Liability with respect to **Damages** and/or **Claims Expenses** from any **Claim** shall be the remaining Aggregate Limit of Liability applicable to the **Policy Year** in which such **Claim** was made.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>

This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Insurers"

**THREE YEAR POLICY ENDORSEMENT (MULTI AGGREGATE LIMIT OF LIABILITY, ANNUAL
INSTALLMENTS) - ARKANSAS**

This endorsement modifies insurance provided under the following:

MISCELLANEOUS PROFESSIONAL LIABILITY POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. For purposes of this endorsement, the following terms have the following meanings:
 - a. **"Anniversary Date"** means the date which is exactly one year following the Inception Date in Item 2 of the Declarations.
 - b. **"Second Anniversary Date"** means the date which is exactly two years following the Inception Date in Item 2 of the Declaration.
 - c. **"Policy Year"** means each annual period of the **Policy Period** from:
 - i. the Inception Date in Item 2 of the Declarations to the **First Anniversary Date** or any earlier date of cancellation, and
 - ii. from the **First Anniversary Date** to the **Second Anniversary Date** or any earlier date of cancellation, and
 - iii. from the **Second Anniversary Date** to the Expiration Date in Item 2 of the Declarations or any earlier date of cancellation.
2. Item 3.b. of the Declarations is deleted and replaced with the following:
 - b. **<Multi-Year Aggregate Limit>** Aggregate for each **Policy Year** – includes **Claims Expenses**.
3. The premium set forth in Item 5. of the Declarations shall be payable as follows:
 - a. **<Due at Inception>** due as of the Inception Date in Item 2 of the Declarations; and
 - b. **<Due on Anniversary>** due as of the **First Anniversary Date**.
 - c. **<Due on Second Anniversary>** due as of the **Second Anniversary Date**.
4. Item 7.(a). of the Declarations is deleted and replaced with the following:
 - (a) Premium for Optional Extension Period: **<OEP %>** % of the most recent **Policy Year** as set forth in 3.c. of this endorsement.

5. Clause VI. Limit of Liability B. is deleted and replaced with the following:
- B. If the Aggregate Limit of Liability stated in Item 3.b. of the Declarations is exhausted by the payment of **Damages** and/or **Claims Expenses** in any **Policy Year**, the Insurer's obligations under this Policy for such **Policy Year** shall be completely fulfilled and extinguished. If the Limits of Liability applicable to the **Policy Period** are exhausted by the payment of **Damages** and/or **Claims Expenses** the Insurer's obligations under this Policy shall be completely fulfilled and extinguished. The Insurer's maximum Limit of Liability with respect to **Damages** and/or **Claims Expenses** from any **Claim** shall be the remaining Aggregate Limit of Liability applicable to the **Policy Year** in which such **Claim** was made.
6. Clause X. Optional Extension Period A. and D. are deleted and replaced with the following:
- A. If this Policy is cancelled by the Named Insured or if the Insurer nonrenews this Policy, then the Named Insured shall have the right, upon payment of an additional premium calculated at that percentage shown in Item 7.(a) of the Declarations of the premium shown in Item 3.c. of this endorsement, to an extension of the coverage granted by this Policy with respect to any **Claim** first made against any **Insured** and reported in writing to the Insurer during the period of time set forth in Item 7.(b) of the Declarations after the end of the **Policy Period**, but only with respect to any negligent act, error or omission committed on or after the Retroactive Date and before the effective date of cancellation or nonrenewal.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the “Insurer” or the “Insurers”

TWO YEAR POLICY ENDORSEMENT (MULTI AGGREGATE LIMIT OF LIABILITY, ANNUAL INSTALLMENTS) - ARKANSAS

This endorsement modifies insurance provided under the following:

MISCELLANEOUS PROFESSIONAL LIABILITY POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. For purposes of this endorsement, the following terms have the following meanings:
 - a. “**Anniversary Date**” means the date which is exactly one year following the Inception Date in Item 2 of the Declarations.
 - b. “**Policy Year**” means each annual period within the **Policy Period** from the Inception Date in Item 2 of the Declarations to the **Anniversary Date** or any earlier date of cancellation, and from the **Anniversary Date** to the Expiration Date in Item 2 of the Declarations or any earlier date of cancellation.
2. Item 3.b. of the Declarations is deleted and replaced with the following:
 - b. <Multi-Year Aggregate Limit> Aggregate for each **Policy Year** – includes **Claims Expenses**.
3. The premium set forth in Item 5. of the Declarations shall be payable as follows:
 - a. <Due at Inception> due as of the Inception Date in Item 2 of the Declarations; and
 - b. <Due on Anniversary> due as of the **Anniversary Date**.
4. Item 7.(a). of the Declarations is deleted and replaced with the following:
 - (a) Premium for Optional Extension Period: <OEP %> % of the most recent **Policy Year** as set forth in 3.b. of this endorsement.
5. Clause VI. Limit of Liability B. is deleted and replaced with the following:
 - B. If the Aggregate Limit of Liability stated in Item 3.b. of the Declarations is exhausted by the payment of **Damages** and/or **Claims Expenses** in any **Policy Year**, the Insurers’ obligations under this Policy for such **Policy Year** shall be completely fulfilled and extinguished. If the Limits of Liability applicable to the **Policy Period** are exhausted by the payment of **Damages** and/or **Claims Expenses** the Insurers’ obligations under this Policy shall be completely fulfilled and extinguished. The Insurers’ maximum Limit of Liability with respect to **Damages** and/or **Claims Expenses** from any **Claim** shall be the remaining Aggregate Limit of Liability applicable to the **Policy Year** in which such **Claim** was made.

6. Clause X. Optional Extension Period A. and D. are deleted and replaced with the following:

- A. If this Policy is cancelled by the Named Insured or if the Insurer nonrenews this Policy, then the Named Insured shall have the right, upon payment of an additional premium calculated at that percentage shown in Item 7.(a) of the Declarations of the premium shown in Item 3.b. of this endorsement, to an extension of the coverage granted by this Policy with respect to any **Claim** first made against any **Insured** and reported in writing to the Insurer during the period of time set forth in Item 7.(b) of the Declarations after the end of the **Policy Period**, but only with respect to any negligent act, error or omission committed on or after the Retroactive Date and before the effective date of cancellation or nonrenewal.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

WARRANTY OF GENERAL LIABILITY COVERAGE INCLUDING PRODUCTS AND COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

MISCELLANEOUS PROFESSIONAL LIABILITY POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed:

1. Clause XII. Other Insurance is amended to add the following:

As a condition of this Policy the **Named Insured** shall maintain during the term of this Policy a Commercial General Liability policy including Products and Completed Operations.

2. Clause IV. Exclusions is amended to add the following:

For, or arising out of, or resulting from any **Claim** for which coverage is or should have been provided by the Commercial General Liability policy including Products and Completed Operations specified in Clause A. above.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the “Insurer” or the “Underwriters”

WORLDWIDE COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

MISCELLANEOUS PROFESSIONAL LIABILITY INSURANCE POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

Clause XX. Territory, is deleted and replaced with the following:

XX. Territory

This Insurance applies to negligent acts, errors or omissions which take place anywhere in the world for **Claims** made during the **Policy Period** or **Optional Extension Period** purchased in accordance with Clause X.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

ARKANSAS CONSENT FORM

**INSURED'S WRITTEN CONSENT TO DEFENSE COSTS ERODING THE LIMIT OF LIABILITY AND
BEING APPLIED AGAINST THE RETENTION**

This Consent form applies to insurance provided under the following:

MISCELLANEOUS PROFESSIONAL LIABILITY INSURANCE POLICY

The Undersigned, having the authority to and acting on behalf of all **Insureds**, hereby understands, acknowledges and consents to the following:

This Policy provides that **Claims Expenses** reduce and may completely exhaust the applicable Limit(s) of Liability under this Policy. This means that this Policy's Each Claim and Aggregate Limits of Liability will be eroded and may be exhausted completely by **Claims Expenses**.

INSUREDS:

By: _____
Signature of Authorized Individual

Printed Name and Title: _____

SERFF Tracking Number: BEAZ-125212920 State: Arkansas
 Filing Company: Beazley Insurance Company, Inc. State Tracking Number: AR-PC-07-025292
 Company Tracking Number: BICI0025-AR(F)
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability
 Product Name: Miscellaneous Professional Liability Insurance Program
 Project Name/Number: /BICI0025

Rate/Rule Schedule

Review Status:	Exhibit Name:	Rule # or Page #:	Rate Action	Previous State Filing Attachments Number:
Approved	Arkansas State Exception Page	BIC-MP-AR-1 (August 2007)	New	Arkansas MISC - Exception Page 8-2007.pdf

MISCELLANEOUS PROFESSIONAL LIABILITY
State Exception Page

Arkansas

I. Exceptions to the Miscellaneous Professional Liability Rating Plan:

Step 13. is deleted and replaced by the following:

Step 13: Increased Limit Factor

Select the appropriate factor based upon the proposed limit and the hazard group (“HG”). Apply this factor as described in the next step. The minimum limit available is \$1,000,000 each wrongful act and \$1,000,000 policy aggregate.

<u>Limit of Liability</u>	<u>HGs 1&2</u>	<u>HG 3</u>	<u>HGs 4&5</u>	<u>HG 6</u>
\$1,000,000/\$1,000,000	1.0000	1.0000	1.0000	1.0000
\$1,000,000/\$2,000,000	1.1500	1.1500	1.1500	1.1500
\$2,000,000/\$2,000,000	1.3000	1.6000	1.7500	1.9000
\$3,000,000/\$3,000,000	1.5000	1.9500	2.2000	2.4000
\$4,000,000/\$4,000,000	1.6400	2.2000	2.5200	2.8000
\$5,000,000/\$5,000,000	1.7400	2.3500	2.7500	3.1000
\$10,000,000/\$10,000,000	2.1300	2.9300	3.6600	4.1000
\$15,000,000/\$15,000,000	2.4400	3.3700	4.3600	4.9000
\$20,000,000/\$20,000,000	2.6800	3.7000	4.9300	5.6000
\$25,000,000/\$25,000,000	2.8500	3.9800	5.4000	6.2000

SERFF Tracking Number: BEAZ-125212920 State: Arkansas
Filing Company: Beazley Insurance Company, Inc. State Tracking Number: AR-PC-07-025292
Company Tracking Number: BICI0025-AR(F)
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability
Product Name: Miscellaneous Professional Liability Insurance Program
Project Name/Number: /BICI0025

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-Property & Casualty **Review Status:** Approved 10/03/2007

Comments:

Attachment:

AR F777 form.pdf

Satisfied -Name: cover letter **Review Status:** Approved 10/03/2007

Comments:

Attachment:

AR Forms letter.pdf

Satisfied -Name: forms listing **Review Status:** Approved 10/03/2007

Comments:

Attachment:

Forms Listing.pdf

Property & Casualty Transmittal Document

1 . Reserved for Insurance Dept. Use Only	2. Insurance Department Use only			
	a. Date the filing is received:			
	b. Analyst:			
	c. Disposition:			
	d. Date of disposition of the filing:			
	e. Effective date of filing:			
	New Business			
	Renewal Business			
	f. State Filing #:			
	g. SERFF Filing #:			
	h. Subject Codes			
3. Group Name	Group NAIC #			
N/A	0000			
4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
Beazley Insurance Company, Inc.	CT	37540	04-2656602	
5. Company Tracking Number	BICI0025-AR(F)			
Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]				
6. Name and address	Title	Telephone #s	FAX #	e-mail
Renata A. Wright 30 Batterson Park Road Farmington, CT 06032	Sr. Compliance Analyst	860-677-3737 866-623-2953	860-679-0247	Renata.wright@ beazley.com
7. Signature of authorized filer				
8. Please print name of authorized filer		Renata A. Wright		
Filing information (see General Instructions for descriptions of these fields)				
9. Type of Insurance (TOI)		17.0000 – Other Liability		
10. Sub-Type of Insurance (Sub-TOI)		17.0019 – Professional Errors and Omissions Liability		
11. State Specific Product code(s) (if applicable)[See State Specific Requirements]		N/A		
12. Company Program Title (Marketing title)		Miscellaneous Professional Liability Insurance Program		
13. Filing Type		<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)		
14. Effective Date(s) Requested		New: Upon your earliest approval Renewal: Upon your earliest approval		
15. Reference Filing?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
16. Reference Organization (if applicable)		N/A		
17. Reference Organization # & Title		N/A		
18. Company's Date of Filing		6/29/07		
19. Status of filing in domicile		<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved		

Property & Casualty Transmittal Document—

20.	This filing transmittal is part of Company Tracking #	BICI0025-AR(F)
------------	--	----------------

21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
------------	--

In accordance with the laws of your state, Beazley Insurance Company, Inc. is submitting this Form filing to introduce a variety of new optional endorsements to be used with our Miscellaneous Professional Liability Insurance Program. For your information, our original filing of this product was approved by your Department effective July 13, 2006 under our Company Filing Designation Number BICI-MPL-AR-01 (F).

None of the optional endorsements being introduced with this filing are premium bearing, with the exception of the six Multiyear Policy Endorsements. The rating rule to support these rate bearing endorsements are also being submitted for approval at this time under our corresponding Rule Filing No. BICI0025-AR (RU).

The following documents are enclosed as part of this filing:

- Required State Forms (if applicable);
- Forms Listing;
- Sample copies of each endorsement being submitted for approval.

We propose to implement this filing for all policies upon your earliest review and approval.

22.	Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
------------	---

Check #: please see filing fee tab

Amount: \$50.00

Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.

*****Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**



BEAZLEY

Beazley Insurance Company, Inc.

30 Batterson Park Road
Farmington, CT 06032

Tel: (860) 677-3700
Fax: (860) 679-0247
www.beazley.com

June 29, 2007

Honorable Julie Benafield Bowman, Commissioner
Arkansas Insurance Department
1200 W 3rd Street
Little Rock, AR 72201-1904

RE: Beazley Insurance Company, Inc.
NAIC: Group Code: 0000
Company Code: 37540
FEIN: 04-2656602
Miscellaneous Professional Liability Insurance Program
Our Filing No.: BICI0025-AR (F)
Type of Filing: Form

Dear Commissioner Bowman:

In accordance with the laws of your state, Beazley Insurance Company, Inc. is submitting this Form filing to introduce a variety of new optional endorsements to be used with our Miscellaneous Professional Liability Insurance Program. For your information, our original filing of this product was approved by your Department effective July 13, 2006 under our Company Filing Designation Number BICI-MPL-AR-01 (F).

None of the optional endorsements being introduced with this filing are premium bearing, with the exception of the six Multiyear Policy Endorsements. The rating rule to support these rate bearing endorsements are also being submitted for approval at this time under our corresponding Rule Filing No. BICI0025-AR (RU).

The following documents are enclosed as part of this filing:

- Required State Forms (if applicable);
- Forms Listing;
- Sample copies of each endorsement being submitted for approval.

We propose to implement this filing for all policies upon your earliest review and approval. Kindly contact me directly by phone, electronically, email, or by letter with any comments or questions or with documentation of the Department's approval of this filing.

Sincerely,

Renata A. Wright
Senior Compliance Analyst
Tel: 866-623-2953 or 860-677-3737
Fax: 860-679-0247
E-Mail: renata.wright@beazley.com
Enclosure

Beazley Insurance Company, Inc.
Miscellaneous Professional Liability Insurance Program

Forms Listing for Filing # BIC10025

Form Number	Title of Form	Usage
BICMP01100207	50/50 Consent to Settle Endorsement	Optional
BICMP05680606	Actuarial Services Sublimit and Separate Deductible	Optional
BICMP05650606	Additional Contract Services Endorsement	Optional
BICMP00930107	Amend Bodily Injury or Property Damage Exclusion	Optional
BICMP01210207	Amend Cancellation/Nonrenewal Endorsement	Optional
BICMP00990107	Amend Defense and Settlement Clause	Optional
BICMP01140207	Amend Definition of Claim Endorsement	Optional
BICMP00761006	Amend Discrimination Exclusion	Optional
BICMP00940107	Amend Election of Optional Extension Period to 45 Days	Optional
BICMP00970107	Amend Exclusion B.1 to Provide Continuity Date	Optional
BICMP00950107	Amend Exclusion D	Optional
BICMP00960107	Amend Fraud Exclusion to Delete "Nolo Contendere"	Optional
BICMP05640506	Amend Insured to Include Independent Contractors	Optional
BICMP05710706	Amend Item 1 of the Declarations	Optional
BICMP05720706	Amend Item 2.	Optional
BICMP00881206	Amend Item 5	Optional
BICMP00771006	Amend Notice of Claim to Specified Individuals	Optional
BICMP01000107	Amend Notice to as soon as Practicable	Optional
BICMP01030107	Amend Other Insurance	Optional
BICMP01010107	Amend Regulatory Exclusion to Insured Violation	Optional
BICMP05620406	Amend Retroactive Date for Excess Limits	Optional
BICMP01240507	Amend Retroactive Date For Scheduled Entity (ies)	Optional
BICMP01130207	Amend Subsidiary Definition	Optional
BICMP05490106	Amend Territory to Acts, Errors or Omissions Which Take Place in the United States	Optional
BICMP05750706	Amend Territory to Include Great Britain	Optional
BICMP05520206	Amended Bodily Injury/Property Damage Exclusion with Sublimit	Optional
BICMP00791006	Carveback to Regulatory Exclusion For Customer Claims	Optional
BICMP00720906	Claims Adjuster Endorsement	Optional
BICMP00900107	Claims Expenses Carveback to Exclusion G.	Optional
BICMP00710806	Class/Mass Action Exclusion	Optional
BICMP05700606	Clinical Trial Exclusion	Optional
BICMP01220407	Computer Information Security Coverage	Optional
BICMP01300507	Computer Information Security Coverage	Optional
BICMP05481205	Consultant Exclusion Including Aviation	Optional
BICMP00740906	Consultants Exclusion	Optional
BICMP05510106	Consultants Exclusion (Without Engineering Services)	Optional
BICMP00690806	Contingent Bodily Injury Property Damaged Exclusion with Sublimit and Separate Retention	Optional
BICMP00501006	Copyright and Personal Injury Coverage	Optional
BICMP00801006	Copyright and Personal Injury Coverage	Optional
BICMP01020107	Copyright and Personal Injury Coverage	Optional
BICMP05540306	Copyright and Personal Injury Coverage	Optional
BICMP00851106	Defendants Reimbursement Endorsement	Optional
BICMP05600306	Delay in Delivery or Performance Carveback	Optional

BICMP00781006	Delete Failure to Maintain Insurance Exclusion	Optional
BICMP05550306	Discretionary Authority Exclusion	Optional
BICMP05760706	Downgrade Exclusion	Optional
BICMP05570306	Exclude Claims and Wrongful Acts By Scheduled Person or Entity	Optional
BICMP00821006	Exclusion for Violation of Fair Debt Collection Practices Act, Fair Credit Reporting Act, "Do Not Call" Laws	Optional
BICMP00871106	Exclusion for Violation of Fair Debt Collection Practices Act, Fair Credit Reporting Act, "Do Not Call" Laws	Optional
BICMP05500106	Exclusion for Violation of Fair Debt Collection Practices Act, Fair Credit Reporting Act, "Do Not Call" Laws	Optional
BICMP01400507	Fair Debt Collection Practices and Credit Reporting Acts Violations and Sublimit and Separate Retention	Optional
BICMP05121105	Financial Consultants Exclusion	Optional
BICMP01290507	First Party Security Insurance Coverage	Optional
BICMP00670706	Forensic Science and Expert Witness Services Endorsement	Optional
BICMP00891206	Freight Forwarders Exclusion	Optional
BICMP00831006	HIPAA Violation Coverage	Optional
BICMP01160207	Independent Contractor Endorsement	Optional
BICMP00751006	Insured Website Media Coverage	Optional
BICMP05770706	Internet Access/Network Security Exclusion	Optional
BICMP05560306	Legal Services Exclusion	Optional
BICMP01070107	Marsh Amendatory Endorsement	Optional
BICMP01280507	Medical Equipment Exclusion	Optional
BICMP00730906	Medical Malpractice Clinical Trial Exclusion	Optional
BICMP01060107	Medical Services Exclusion	Optional
BICMP01180207	Miscellaneous Professional Liability Endorsement	Optional
BICMP01190207	Most Favorable Venue for Punitive Damages	Optional
BICMP05530306	Multiyear Policy Endorsement (Multi Aggregate Limit of Liability) (Rate Bearing)	Optional
BICMP01310507	Multiyear Policy Endorsement (Multiyear Policy Endorsement (Single Aggregate Limit of Liability, Prepaid Premium) (Rate Bearing))	Optional
BICMP00841106	Mutual Choice of Defense Counsel	Optional
BICMP01170207	Personal Injury and Advertising Injury Coverage	Optional
BICMP00861106	Product Liability Exclusion	Optional
BICMP01040107	Product or Process deficiency or Malfunction and Repair Recall Exclusion	Optional
BICMP00910107	Professional Services Carveback to Exclusion K	Optional
BICMP05740706	Professional Services Carveback to Failure to Maintain Insurance Exclusion	Optional
BICMP05580306	Property Management Services Endorsement (With Ownership Interest Carveback)	Optional
BICMP05590306	Property Management Services Endorsement (Without Ownership Interest Carveback)	Optional
BICMP01150207	Punitive Damages Endorsement	Optional
BICMP05730706	Representations and Severability Endorsement	Optional
BCMP01120207	Representations by the Insured	Optional
BICMP00700806	Scheduled Claims Exclusion	Optional
BICMP05630506	Scheduled Person/Entity Exclusion	Optional
BICMP01080207	Settle Within the Deductible Endorsement	Optional
BICMP00680806	Sexual Misconduct Exclusion	Optional
BICMP00920107	Spousal / Domestic Partner Exclusion	Optional
BICMP05461205	Temporary Services Endorsement with Temporary Employee Coverage	Optional

BICMP01050107	Temporary Services Endorsement with Temporary Employee Exclusion	Optional
BICMP01270706	Third Party Administrator Exclusion	Optional
BICMP05670606	Third Party Administrator Exclusion	Optional
BICMP05660606	Title and Escrow Operations Endorsement	Optional
BICMP01330507	Three Year Policy Endorsement (Multi Aggregate Limit of Liability, Prepaid Premium) (Rate Bearing)	Optional
BICMP01340507	Two Year Policy Endorsement (Multi Aggregate Limit of Liability, Prepaid Premium) (Rate Bearing)	Optional
BICMP01350507	Three Year Policy Endorsement (Multi Aggregate Limit of Liability, Annual Installments) (Rate Bearing)	Optional
BICMP01360507	Two Year Policy Endorsement (Multi Aggregate Limit of Liability, Annual Installments) (Rate Bearing)	Optional
BICMP01260507	Warranty of General Liability Coverage Including Products and Completed Operations	Optional
BICMP01200207	Worldwide Coverage Endorsement	Optional

SERFF Tracking Number: BEAZ-125212920 State: Arkansas
 Filing Company: Beazley Insurance Company, Inc. State Tracking Number: AR-PC-07-025292
 Company Tracking Number: BICI0025-AR(F)
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability
 Product Name: Miscellaneous Professional Liability Insurance Program
 Project Name/Number: /BICI0025

Superseded Attachments

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Original Date:	Schedule	Document Name	Replaced Date	Attach Document
No original date	Form	Marsh Amendatory Endorsement	06/26/2007	BICMP01070107.pdf
No original date	Form	Multiyear Policy Endorsement (Multi Aggregate Limit of Liability) (Rate Bearing)	06/26/2007	BICMP05530306.pdf
No original date	Form	Three Year Policy Endorsement (Multi Aggregate Limit of Liability, Prepaid Premium) (Rate Bearing)	06/26/2007	BICMP01330507.pdf
No original date	Form	Two Year Policy Endorsement (Multi Aggregate Limit of Liability, Prepaid Premium) (Rate Bearing)	06/26/2007	BICMP01340507.pdf
No original date	Form	Three Year Policy Endorsement (Multi Aggregate Limit of Liability, Annual Installments) (Rate Bearing)	06/26/2007	BICMP01350507.pdf
No original date	Form	Two Year Policy Endorsement (Multi Aggregate Limit of Liability, Annual Installments) (Rate Bearing)	06/26/2007	BICMP01360507.pdf
No original date	Form	Amend Election of Optional Extention Period to 45 Days	06/26/2007	BICMP00940107.pdf

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

MARSH AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

MISCELLANEOUS PROFESSIONAL LIABILITY INSURANCE POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that

1. For purposes of this endorsement the term "**Continuity Date**" means <Date>
2. Clause **II. DEFENSE, SETTLEMENT, AND INVESTIGATION OF CLAIMS** D. is deleted in its entirety and replaced with the following:
 - D. If the **Insured** shall refuse to consent to any settlement or compromise recommended by the Insurer and acceptable to the Claimant and elects to contest the **Claim**, the Insurer's liability for any **Damages** and **Claims Expenses** shall not exceed:
 1. the amount for which the **Claim** could have been settled, less the remaining Deductible, plus the **Claims Expenses** incurred up to the time of such refusal, and
 2. fifty percent (50%) of any **Damages** and **Claims Expenses** incurred after the date such settlement or compromise was recommended to the **Insured** with the remaining fifty percent (50%) of such **Damages** and **Claims Expenses** to be borne by the **Insured** at their own risk and uninsuredor the applicable Limit of Liability, whichever is less. The portion of any proposed settlement or compromise that requires the **Insured** to cease, limit or refrain from actual or alleged infringing or otherwise injurious activity or is attributable to future royalties or other amounts that are not **Damages** shall not be considered in determining the amount for which a **Claim** could have been settled.
3. Clause **V. EXCLUSIONS** B., and Q. are deleted in their entirety and replaced with the following:
 - B. Arising out of or resulting from any act, error or omission committed prior to the inception date of this Insurance:
 1. if any **Insured** on or before the **Continuity Date** knew or could have reasonably foreseen that such act, error or omission might be expected to be the basis of a **Claim**; or
 2. in respect of which any **Insured** has given notice of a circumstance which might lead to a **Claim** to the insurer of any other policy in force prior to the inception date of this Policy;
 - Q. Arising out of or resulting from the insolvency or bankruptcy of any **Insured**;
4. Clause **VI. DEFINITIONS** C., D., F. and I. are deleted in their entirety and replaced with the following:

- C. **"Claim"** means a written demand received by any **Insured** for money or services, including the service of suit or institution of arbitration proceedings. **"Claim"** shall also mean a written threat or initiation of a suit seeking injunctive relief (meaning a temporary restraining order or a preliminary or permanent injunction).

Multiple **Claims** arising from the same or a series of related or repeated acts, errors or omissions or from any continuing acts, errors or omissions shall be considered a single **Claim** for the purposes of this Policy, irrespective of the number of Claimants or **Insureds** involved in the **Claim**. All such **Claims** shall be deemed to have been made at the time of the first such **Claim**.

- D. **"Claims Expenses"** means:

1. reasonable and necessary fees charged by an attorney designated by the Insurer;
2. all other fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a **Claim**, suit or proceeding arising in connection therewith, or circumstance which might lead to a **Claim**, if incurred by the Insurer, or by the **Insured** with the prior written consent of the Insurer; and
3. premiums for appeal bonds for covered judgments or bonds to release property used to secure a legal obligation, if required for any **Claim** against an **Insured** for a covered act, error or omission, provided however that Insurer shall have no obligation to appeal or to obtain bonds;
4. **Claims Expenses** do not include any salary, overhead or other charges of or by the **Insured** for any time spent in cooperating in the defense and investigation of any **Claim** or circumstance that might lead to a **Claim** notified under this Insurance.

- F. **"Optional Extension Period"** means the period of time after the end of the **Policy Period** for reporting **Claims** as provided in Section X of this Policy.

- I. **"Subsidiary"** means any corporate entity while more than 50% of the outstanding securities representing the present right to vote for the election of such entity's directors are owned by the Named Insured directly or indirectly, if such entity was so owned prior to or on the inception date of this Policy; or:

1. becomes so owned after the inception date of this Policy provided the revenues of the entity do not exceed 10% of the Named Insured's Annual Revenues as set forth in their most recent application for insurance; or
2. becomes so owned after the inception date of this Policy provided that if the revenues of the entity exceed 10% of the Named Insured's Annual Revenues as set forth in their most recent application for insurance, the provisions of Provision XVII, Mergers and Acquisitions, must be fulfilled.

Provided that this Policy only provides coverage for acts, errors or omissions taking place while the corporate entity is so owned by the Named Insured.

5. Clause **X. Optional Extension Period** A. is deleted in its entirety and replaced with the following:

- A. In the event of cancellation or non-renewal of this Insurance by the Named Insured designated in Item I. of the Declarations or the Insurer, the Named Insured shall have the right, upon payment of the premium set forth below in full and not proportionally or otherwise in part, to have issued an endorsement providing the corresponding **Optional Extension Period** set forth below for **Claims** first made against any **Insured** and reported to the Insurer during the **Optional Extension Period**, and arising out of any act, error or omission committed on or after the Retroactive Date and before the end of the **Period of Insurance**, subject to the conditions set forth in the definition of **Optional Extension Period** herein.

<u>Premium:</u>	<u>Optional Extension Period:</u>
100% of the Premium set forth in Item 5. of the Declarations	12 months
Premium to be determined by the Insurer at the time of such cancellation or non-renewal	24 months
Premium to be determined by the Insurer at the time of such cancellation or non-renewal	36 months

In order for the Named Insured to invoke the **Optional Extension Period** option, the payment of the additional premium for the **Optional Extension Period** must be paid to the Insurer within 30 days of the effective date of the non-renewal or cancellation.

6. Clause **IX. NOTICE OF CLAIM, OR CIRCUMSTANCE THAT MIGHT LEAD TO A CLAIM** D. is added and A. and B. are deleted in their entirety and replaced with the following:

- A. If any **Claim** is made against the **Insured**, the **Insured** shall forward as soon as practicable to the Insurer through persons named in Item 8.(a) of the Declarations written notice of such **Claim** in the form of a telecopy, or express or certified mail together with every demand, notice, summons or other process received by the **Insured** or the **Insured's** representative.

- B. If during the **Period of Insurance** the **Insured** first becomes aware of any circumstance that could reasonably be the basis for a **Claim** and gives written notice to the Insurer in the form of a telecopy, or express or certified mail through persons named in Item 8(a). of the Declarations as soon as practicable during the **Period of Insurance** of:

1. the specific details of the act, error or omission in the provision of **Professional Services, Media Activities** or **Technology Based Services** or relating to **Technology Products** that could reasonably be the basis for a **Claim**;
2. the injury or damage which may result or has resulted from the circumstance; and
3. the facts by which the **Insured** first became aware of the act, error or omission

then any subsequent **Claim** made against the **Insured** arising out of such circumstance who is the subject of the written notice will be deemed to have been made at the time written notice complying with the above requirements was first given to the Insurer.

- D. With respect to any **Claims** first made against the **Insured** during the last thirty (30) days of the **Period of Insurance**, the **Insured** shall forward as soon as practicable to the Insurer through persons named in Item 8.(a) of the Declarations written notice of such

Claims in the form of a telecopy, or express or certified mail, but in no event later than thirty (30) days after the end of the **Policy Period**.

7. Clause **XV. MERGERS AND ACQUISITIONS** B. is deleted in its entirety and replaced with the following:

B. If during the **Policy Period** the Named Insured consolidates or merges with or is acquired by another entity, or sells substantially all of its assets to any other entity, then coverage under this Policy shall not apply to acts, errors or omissions committed subsequent to such consolidation, merger or acquisition and the Insurer shall retain the total premium for this Policy, such total premium to be deemed earned at the date of such consolidation, merger or acquisition.

The foregoing provision shall not apply if the Named Insured provides written notice to the Insurer at least 30 days prior to such consolidation, merger or acquisition, and the Named Insured has agreed to any additional premium and terms of coverage required by the Insurer, and the Insurer has issued an endorsement extending coverage under this Policy.

8. Clause **XIV. CANCELLATION** is deleted in its entirety and replaced with the following:

This Policy of Insurance may not be cancelled by any **Insured** or the Insurer, except as may be provided for in any attached Premium Payment Warranty or Premium Payment Condition.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
Insurer: <Insurer>

MULTIYEAR POLICY ENDORSEMENT (MULTI AGGREGATE LIMIT OF LIABILITY)

This endorsement modifies insurance provided under the following:

MISCELLANEOUS PROFESSIONAL LIABILITY POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. For purposes of this endorsement, the following terms have the following meanings:
 - a. **"Anniversary Date"** means the date which is exactly one year following the Inception Date in Item 2 of the Declarations.
 - b. **"Policy Year"** means each annual period within the **Policy Period** from the Inception Date in Item 2 of the Declarations to the **Anniversary Date** or any earlier date of cancellation, and from the **Anniversary Date** to the Expiration Date in Item 2 of the Declarations or any earlier date of cancellation.
2. Item 3.b. of the Declarations is deleted and replaced with the following:
 - b. **<Multi-Year Aggregate Limit>** Aggregate for each **Policy Year** – includes **Claims Expenses**.
3. The premium set forth in Item 5. of the Declarations shall be payable as follows:
 - a. **<Due at Inception>** due as of the Inception Date in Item 2 of the Declarations; and
 - b. **<Due on Anniversary>** due as of the **Anniversary Date**.
4. Clause VI. Limit of Liability B. is deleted and replaced with the following:
 - B. If the Aggregate Limit of Liability stated in Item 3.b. of the Declarations is exhausted by the payment of **Damages** and/or **Claims Expenses** in any **Policy Year**, the Insurer's obligations under this Policy for such **Policy Year** shall be completely fulfilled and extinguished. If the Limits of Liability applicable to the **Policy Period** are exhausted by the payment of **Damages** and/or **Claims Expenses** the Insurer's obligations under this Policy shall be completely fulfilled and extinguished. The Insurer's maximum Limit of Liability with respect to **Damages** and/or **Claims Expenses** from any **Claim** shall be the remaining Aggregate Limit of Liability applicable to the **Policy Year** in which such **Claim** was made.
5. Clause VI. Limit of Liability C. is deleted and replaced with the following:
 - C. The Limit of Liability for the **Optional Extension Period** shall be part of and not in addition to the Limit of Liability of the Insurer for the most recent **Policy Year**.

6. Clause X. Optional Extension Period D. is deleted and replaced with the following:

D. The Limit of Liability for the **Optional Extension Period** shall be part of and not in addition to the Limit of Liability of the Insurer for the most recent **Policy Year**.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the “Insurer” or the “Underwriters”

THREE YEAR POLICY ENDORSEMENT (MULTI AGGREGATE LIMIT OF LIABILITY, PREPAID PREMIUM)

This endorsement modifies insurance provided under the following:

MISCELLANEOUS PROFESSIONAL LIABILITY POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. For purposes of this endorsement, the following terms have the following meanings:
 - a. “**Anniversary Date**” means the date which is exactly one year following the Inception Date in Item 2 of the Declarations.
 - b. “**Second Anniversary Date**” means the date which is exactly two years following the Inception Date in Item 2 of the Declaration.
 - c. “**Policy Year**” means each annual period of the **Policy Period** from:
 - i. the Inception Date in Item 2 of the Declarations to the **First Anniversary Date** or any earlier date of cancellation, and
 - ii. from the **First Anniversary Date** to the **Second Anniversary Date** or any earlier date of cancellation, and
 - iii. from the **Second Anniversary Date** to the Expiration Date in Item 2 of the Declarations or any earlier date of cancellation.
2. For the purposes of this endorsement, the term “total premium” as used in Item 7.a. of the Declarations and Clause X.A. shall be: \$ **<Annual Premium>**
3. Item 3.b. of the Declarations is deleted and replaced with the following:
 - b. **<Multi-Year Aggregate Limit>** Aggregate for each **Policy Year** – includes **Claims Expenses**.
4. Clause VI. Limit of Liability B. is deleted and replaced with the following:
 - B. If the Aggregate Limit of Liability stated in Item 3.b. of the Declarations is exhausted by the payment of **Damages** and/or **Claims Expenses** in any **Policy Year**, the Insurer’s obligations under this Policy for such **Policy Year** shall be completely fulfilled and extinguished. If the Limits of Liability applicable to the **Policy Period** are exhausted by the payment of **Damages** and/or **Claims Expenses** the Insurer’s obligations under this Policy shall be completely fulfilled and extinguished. The Insurer’s maximum Limit of Liability with respect to **Damages** and/or **Claims Expenses** from any **Claim** shall be the remaining Aggregate Limit of Liability applicable to the **Policy Year** in which such **Claim** was made.

5. Clause VI. Limit of Liability C. is deleted and replaced with the following:
 - C. The Limit of Liability for the **Optional Extension Period** shall be part of and not in addition to the Limit of Liability of the Insurer for the most recent **Policy Year**.

6. Clause X. Optional Extension Period D. is deleted and replaced with the following:
 - D. The Limit of Liability for the **Optional Extension Period** shall be part of and not in addition to the Limit of Liability of the Insurer for the most recent **Policy Year**.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the “Insurer” or the “Underwriters”

TWO YEAR POLICY ENDORSEMENT (MULTI AGGREGATE LIMIT OF LIABILITY, PREPAID PREMIUM)

This endorsement modifies insurance provided under the following:

MISCELLANEOUS PROFESSIONAL LIABILITY POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. For purposes of this endorsement, the following terms have the following meanings:
 - a. “**Anniversary Date**” means the date which is exactly one year following the Inception Date in Item 2 of the Declarations.
 - b. “**Policy Year**” means each annual period within the **Policy Period** from the Inception Date in Item 2 of the Declarations to the **Anniversary Date** or any earlier date of cancellation, and from the **Anniversary Date** to the Expiration Date in Item 2 of the Declarations or any earlier date of cancellation.
2. For the purposes of this endorsement, the term “total premium” as used in Item 7.a. of the Declarations and Clause X.A. shall be: \$ <**Annual Premium**>
3. Item 3.b. of the Declarations is deleted and replaced with the following:
 - b. <**Multi-Year Aggregate Limit**> Aggregate for each **Policy Year** – includes **Claims Expenses**.
4. Clause VI. Limit of Liability B. is deleted and replaced with the following:
 - B. If the Aggregate Limit of Liability stated in Item 3.b. of the Declarations is exhausted by the payment of **Damages** and/or **Claims Expenses** in any **Policy Year**, the Insurer’s obligations under this Policy for such **Policy Year** shall be completely fulfilled and extinguished. If the Limits of Liability applicable to the **Policy Period** are exhausted by the payment of **Damages** and/or **Claims Expenses** the Insurer’s obligations under this Policy shall be completely fulfilled and extinguished. The Insurer’s maximum Limit of Liability with respect to **Damages** and/or **Claims Expenses** from any **Claim** shall be the remaining Aggregate Limit of Liability applicable to the **Policy Year** in which such **Claim** was made.
5. Clause VI. Limit of Liability C. is deleted and replaced with the following:
 - C. The Limit of Liability for the **Optional Extension Period** shall be part of and not in addition to the Limit of Liability of the Insurer for the most recent **Policy Year**.

6. Clause X. Optional Extension Period D. is deleted and replaced with the following:

D. The Limit of Liability for the **Optional Extension Period** shall be part of and not in addition to the Limit of Liability of the Insurer for the most recent **Policy Year**.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the “Insurer” or the “Insurers”

THREE YEAR POLICY ENDORSEMENT (MULTI AGGREGATE LIMIT OF LIABILITY, ANNUAL INSTALLMENTS)

This endorsement modifies insurance provided under the following:

MISCELLANEOUS PROFESSIONAL LIABILITY POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. For purposes of this endorsement, the following terms have the following meanings:
 - a. “**Anniversary Date**” means the date which is exactly one year following the Inception Date in Item 2 of the Declarations.
 - b. “**Second Anniversary Date**” means the date which is exactly two years following the Inception Date in Item 2 of the Declaration.
 - c. “**Policy Year**” means each annual period of the **Policy Period** from:
 - i. the Inception Date in Item 2 of the Declarations to the **First Anniversary Date** or any earlier date of cancellation, and
 - ii. from the **First Anniversary Date** to the **Second Anniversary Date** or any earlier date of cancellation, and
 - iii. from the **Second Anniversary Date** to the Expiration Date in Item 2 of the Declarations or any earlier date of cancellation.
2. Item 3.b. of the Declarations is deleted and replaced with the following:
 - b. <Multi-Year Aggregate Limit> Aggregate for each **Policy Year** – includes **Claims Expenses**.
3. The premium set forth in Item 5. of the Declarations shall be payable as follows:
 - a. <Due at Inception> due as of the Inception Date in Item 2 of the Declarations; and
 - b. <Due on Anniversary> due as of the **First Anniversary Date**.
 - c. <Due on Second Anniversary> due as of the **Second Anniversary Date**.
4. Item 7.(a). of the Declarations is deleted and replaced with the following:
 - (a) Premium for Optional Extension Period: <OEP %> % of the most recent **Policy Year** as set forth in 3.c. of this endorsement.

5. Clause VI. Limit of Liability B. is deleted and replaced with the following:
- B. If the Aggregate Limit of Liability stated in Item 3.b. of the Declarations is exhausted by the payment of **Damages** and/or **Claims Expenses** in any **Policy Year**, the Insurer's obligations under this Policy for such **Policy Year** shall be completely fulfilled and extinguished. If the Limits of Liability applicable to the **Policy Period** are exhausted by the payment of **Damages** and/or **Claims Expenses** the Insurer's obligations under this Policy shall be completely fulfilled and extinguished. The Insurer's maximum Limit of Liability with respect to **Damages** and/or **Claims Expenses** from any **Claim** shall be the remaining Aggregate Limit of Liability applicable to the **Policy Year** in which such **Claim** was made.
6. Clause VI. Limit of Liability C. is deleted and replaced with the following:
- C. The Limit of Liability for the **Optional Extension Period** shall be part of and not in addition to the Limit of Liability of the Insurers for the most recent **Policy Year**.
7. Clause X. Optional Extension Period A. and D. are deleted and replaced with the following:
- A. If this Policy is cancelled by the Named Insured or if the Insurer nonrenews this Policy, then the Named Insured shall have the right, upon payment of an additional premium calculated at that percentage shown in Item 7.(a) of the Declarations of the premium shown in Item 3.c. of this endorsement, to an extension of the coverage granted by this Policy with respect to any **Claim** first made against any **Insured** and reported in writing to the Insurer during the period of time set forth in Item 7.(b) of the Declarations after the end of the **Policy Period**, but only with respect to any negligent act, error or omission committed on or after the Retroactive Date and before the effective date of cancellation or nonrenewal.
- D. The Limit of Liability for the **Optional Extension Period** shall be part of and not in addition to the Limit of Liability of the Insurers for the most recent **Policy Year**.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the “Insurer” or the “Insurers”

TWO YEAR POLICY ENDORSEMENT (MULTI AGGREGATE LIMIT OF LIABILITY, ANNUAL INSTALLMENTS)

This endorsement modifies insurance provided under the following:

MISCELLANEOUS PROFESSIONAL LIABILITY POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. For purposes of this endorsement, the following terms have the following meanings:
 - a. “**Anniversary Date**” means the date which is exactly one year following the Inception Date in Item 2 of the Declarations.
 - b. “**Policy Year**” means each annual period within the **Policy Period** from the Inception Date in Item 2 of the Declarations to the **Anniversary Date** or any earlier date of cancellation, and from the **Anniversary Date** to the Expiration Date in Item 2 of the Declarations or any earlier date of cancellation.
2. Item 3.b. of the Declarations is deleted and replaced with the following:
 - b. <Multi-Year Aggregate Limit> Aggregate for each **Policy Year** – includes **Claims Expenses**.
3. The premium set forth in Item 5. of the Declarations shall be payable as follows:
 - a. <Due at Inception> due as of the Inception Date in Item 2 of the Declarations; and
 - b. <Due on Anniversary> due as of the **Anniversary Date**.
4. Item 7.(a). of the Declarations is deleted and replaced with the following:
 - (a) Premium for Optional Extension Period: <OEP %> % of the most recent **Policy Year** as set forth in 3.b. of this endorsement.
5. Clause VI. Limit of Liability B. is deleted and replaced with the following:
 - B. If the Aggregate Limit of Liability stated in Item 3.b. of the Declarations is exhausted by the payment of **Damages** and/or **Claims Expenses** in any **Policy Year**, the Insurers’ obligations under this Policy for such **Policy Year** shall be completely fulfilled and extinguished. If the Limits of Liability applicable to the **Policy Period** are exhausted by the payment of **Damages** and/or **Claims Expenses** the Insurers’ obligations under this Policy shall be completely fulfilled and extinguished. The Insurers’ maximum Limit of Liability with respect to **Damages** and/or **Claims Expenses** from any **Claim** shall be the remaining Aggregate Limit of Liability applicable to the **Policy Year** in which such **Claim** was made.
6. Clause VI. Limit of Liability C. is deleted and replaced with the following:

- C. The Limit of Liability for the **Optional Extension Period** shall be part of and not in addition to the Limit of Liability of the Insurers for the most recent **Policy Year**.
7. Clause X. Optional Extension Period A. and D. are deleted and replaced with the following:
- A. If this Policy is cancelled by the Named Insured or if the Insurer nonrenews this Policy, then the Named Insured shall have the right, upon payment of an additional premium calculated at that percentage shown in Item 7.(a) of the Declarations of the premium shown in Item 3.b. of this endorsement, to an extension of the coverage granted by this Policy with respect to any **Claim** first made against any **Insured** and reported in writing to the Insurer during the period of time set forth in Item 7.(b) of the Declarations after the end of the **Policy Period**, but only with respect to any negligent act, error or omission committed on or after the Retroactive Date and before the effective date of cancellation or nonrenewal.
- D. The Limit of Liability for the **Optional Extension Period** shall be part of and not in addition to the Limit of Liability of the Insurers for the most recent **Policy Year**.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the “Insurer” or the “Underwriters”

AMEND ELECTION OF OPTIONAL EXTENSION PERIOD TO 45 DAYS

This endorsement modifies insurance provided under the following:

MISCELLANEOUS PROFESSIONAL LIABILITY POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Clause X.B. is deleted and replaced with the following:

- B. As a condition precedent to the right to purchase the **Optional Extension Period**, the total premium for this Policy must have been paid. The right to purchase the **Optional Extension Period** shall terminate unless written notice together with full payment of the premium for the **Optional Extension Period** is given to the Insurer within forty-five (45) days after the effective date of cancellation or nonrenewal. If such notice and premium payment is not so given to the Insurer, there shall be no right to purchase the **Optional Extension Period**.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the “Insurer” or the “Underwriters”

FIRST PARTY SECURITY INSURANCE COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

MISCELLANEOUS PROFESSIONAL LIABILITY INSURANCE

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. Item 3. of the Declarations is amended to include:

Limit of Liability:

- (c) <First Party Agg>First Party Aggregate Limit Of Liability

(Aggregate for Coverages: E, F, G and H)

- (d) Coverage G: First Party Business Interruption Sublimits Of Liability

Hourly sublimit: The greater of <Hours> or USD <Hourly Sublimit>
Forensic Expense sublimit: USD <Forensic Expense Sublimit>
Dependent Business Interruption sublimit: USD <Dependent Business Interruption Sublimit>

- (e) Coverage H: Crisis Management Expense Sublimit USD <Crisis Management>

2. Item 4. of the Declarations is amended to include:

Coverage E: First Party Cyber Extortion

<Extortion Threat> Each **Extortion Threat**

Coverage F: First Party Data Protection

<Security Breach> Each **Security Breach**

Coverage G: First Party Business Interruption

Income Loss: <Income Loss> each **Security Breach**

Extra Expense: \$50,000 each **Security Breach**

Coverage G: First Party Business Interruption Waiting Period

<Hours> Hours, Each **Period of Restoration**

3. The Declarations are amended to include the following:

COVERAGES PURCHASED

Coverage E: First Party Cyber Extortion	<Yes or No>
Coverage F: First Party Data Protection	<Yes or No>
Coverage G: First Party Business Interruption	<Yes or No>
Coverage H: Crisis Management	<Yes or No>

4. Clause I. Insuring Agreement is amended to include the following:

COVERAGE E: FIRST PARTY CYBER EXTORTION

To indemnify the **Named Insured** for:

Cyber Extortion Loss, in excess of the **Deductible**, incurred by the **Insured Organization** as a direct result of an **Extortion Threat** first made against the **Insured Organization** during the **Policy Period** by a person, other than the **Insured Organization's** employees, directors, officers, principals, trustees, governors, **Managers**, members, management committee members, members of the management board, partners, contractors, outsourcers, or any person in collusion with any of the foregoing. Coverage under this Insuring Agreement is subject to the applicable conditions and reporting requirements, including those set forth in the clause titled, OBLIGATIONS IN THE EVENT OF AN EXTORTION THREAT.

COVERAGE F: FIRST PARTY DATA PROTECTION

To indemnify the **Named Insured** for:

Data Protection Loss, in excess of the **Deductible**, incurred by the **Insured Organization** as a direct result of:

1. alteration, corruption, destruction, deletion or damage to a **Data Asset**, or
2. inability to access a **Data Asset**,

that first takes place during the **Policy Period** and is directly caused by a failure of **Computer Security** to prevent a **Security Breach**; provided that such **Security Breach** must take place on or after the **Retroactive Date** and before then end of the **Policy Period**.

COVERAGE G: FIRST PARTY NETWORK BUSINESS INTERRUPTION

To indemnify the **Named Insured** for:

Business Interruption Loss, in excess of the applicable **Deductible**, incurred by the **Insured Organization** during the **Period of Restoration** or the **Extended Interruption Period** (if applicable) as a direct result of the actual and necessary interruption or suspension of **Computer Systems** that first takes place during the **Policy Period** and is directly caused by a failure of **Computer Security** to prevent a **Security Breach**; provided that such **Security Breach** must first take place on or after the **Retroactive Date** and before the end of the **Policy Period**.

COVERAGE H: CRISIS MANAGEMENT EXPENSES

To indemnify the **Named Insured** for:

Fifty percent (50%) of the costs of a public relations consultancy, incurred by the **Insured Organization** with Underwriters' prior written consent, for the purpose of averting or mitigating material damage to the **Insured Organization's** reputation that results or reasonably will result from a **Claim** or **Loss** covered under Coverage E, F or G (if purchased) and publicized through any media channel; provided, this coverage shall only apply when covered Loss (other than crisis management expenses) exceeds the applicable **Deductible**:

5. Clause IV. Exclusions is amended to include the following:
 1. With respect to Coverages: E, F and G, arising out of or resulting from any criminal, dishonest, fraudulent, or malicious act, error or omission, or any **Security Breach**, **Extortion Threat**, or intentional or knowing violation of the law, if committed by any of the **Insured Organization's** directors, principals, officers, **Managers**, partners, or trustees or any person in participation or collusion with any of the **Insured Organization's** principals, directors, officers, **Managers**, partners, or trustees;
 2. With respect to Coverage: E, arising out of or resulting from:
 - a. any threat to physically harm or kidnap any person; or
 - b. any threat to harm, take, or transfer property other than any Data Asset, even if such threat is made in conjunction with a threat to a Data Asset or by carrying out such a threat harm, theft, or transfer property, a Data Asset may be damaged, corrupted, altered, taken, disseminated or transferred;
 3. Arising out of or resulting from any trading losses or trading liabilities; monetary value of any electronic fund transfers or transactions by or on behalf of the Insured which is lost, diminished, or damaged during transfer from, into or between accounts;
 4. Arising out of or resulting from any seizure, nationalization, confiscation, or destruction of Computer Systems or Data Assets by order of any governmental or public authority;
 5. Arising out of or resulting from any actual or alleged obligation to make licensing fee or royalty payments, including but not limited to the amount or timeliness of such payments;
 6. For or arising out of or resulting from any costs or expenses incurred or to be incurred by the Insured or others for the reprinting, reposting, recall, removal or disposal of any

Electronic Content or any other information, content or media, including any media or products containing such Electronic Content, information, content or media;

7. Arising out of or resulting from:
 - a. any failure or malfunction of electrical or telecommunications infrastructure or services, provided that this exclusion shall not apply to any otherwise covered Claim or Loss arising out of failure of Computer Security to prevent a Security Breach that was solely caused by a failure or malfunction of telecommunications infrastructure or services under the Insured Organization's direct operational control;
 - b. fire, flood, earthquake, volcanic eruption, explosion, lighting, wind, hail, tidal wave, landslide, act of God or other physical event; or
 - c. any satellite failures;
8. Arising out of or resulting from any actual or alleged defects in any goods, services or products sold, licensed, supplied, offered for sale, repaired, altered, manufactured, installed or maintained by the **Insured** or by any persons or entities acting on behalf of the **Insured**;
9. Arising out of or resulting from:
 - a. the collection or acquisition of **Personally Identifiable Non-Public Information** by any means, the failure to provide notice of the collection or use of **Personally Identifiable Non-Public Information**, or the failure to provide individuals with the ability to assent to or withhold assent (e.g. opt-in or opt-out) from the collection or use of **Personally Identifiable Non-Public Information**;
 - b. the distribution of unsolicited email, direct mail, or facsimiles;
 - c. wire tapping, audio or video recording; or
 - d. telemarketing;
10. Arising out of or resulting from any act, error, omission, failure of **Computer Security**, or **Security Breach** committed or occurring prior to the inception date of this Policy:
 - a. if any **Insured** on or before the inception date knew or could have reasonably foreseen that such act, error or omission, failure of **Computer Security**, or **Security Breach** might be expected to be the basis of a **Claim, Loss** or **Extortion Threat**; or
 - b. in respect of which any **Insured** has given notice of a circumstance which might lead to a **Claim, Extortion Threat** or **Loss** to the insurer of any other policy in force prior to the inception date of this Policy;
11. Arising out of any related or continuing acts, errors, omissions, Extortion Threats, or Security Breaches, where the first such act, error, omission or failure or breach was committed or occurred prior to the Retroactive Date;
12. Brought by or on behalf of any intellectual property licensing bodies or organizations, including but not limited to, the American Society of Composers, Authors and Publishers, the Society of European Stage Authors and Composers or Broadcast Music, Inc.;

13. Brought by or on behalf of the Federal Trade Commission, the Federal Communications Commission, or any other state, federal, local or foreign governmental entity, in such entity's regulatory or official capacity;
14. Arising out of or resulting from:
 - a. the failure of **Computer Systems** or **Data Assets** to be protected by **Computer Security** equal to or superior to that disclosed in response to specific questions in the **Application** for Insurance relating to **Computer Security**, including access protection, intrusion detection, data back up procedures, **Malicious Code** protection, software product updates and releases, patch protection, and data encryption; or
 - b. the failure to use best efforts to install commercially available software product updates and releases, or to apply security related software patches, to computers and other components of the Insured Organization's **Computer Systems**;
15. Arising out of or resulting from any trading losses or trading liabilities; monetary value of any electronic fund transfers or transactions by or on behalf of the **Insured** which is lost, diminished, or damaged during transfer from, into or between accounts; or the value of coupons, price discounts, prizes, awards, or any other valuable consideration given in excess of the total contracted or expected amount;
16. Notwithstanding any provision to the contrary within this Insurance or any endorsement thereto, it is agreed that this Insurance excludes Loss, cost, or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the Loss;
 - a. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
 - b. any act of terrorism.

For the purpose of this Policy, an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This exclusion also excludes Loss, cost, or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to 1. or 2. above. If the Underwriters allege that by reason of this exclusion, any Loss, cost or expense is not covered by this Insurance, the burden of proving the contrary shall be upon the Insured. In the event any portion of this paragraph V.DD is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

6. Clause VI. Definitions is amended to include the following:

1. **Business Interruption Loss** means the total of:
 - a. **Income Loss** and **Extra Expense** during the **Period of Restoration**; and
 - b. **Extended Income Loss** if the **Income Loss** during the **Period of Restoration** is in excess of the applicable **Deductible**.

Provided that **Business Interruption Loss** shall not mean and Coverage: G, shall not cover any of the following: **Loss** arising out of any liability to any third party for whatever reason; legal costs or legal expenses of any type; **Loss** incurred as a result of unfavorable business conditions, loss of market or any other consequential loss; or costs or expenses the **Insured Organization** incurs to identify and remove software program errors or vulnerabilities.

All **Business Interruption Loss** resulting from multiple covered interruptions or suspensions of **Computer Systems** that arise out of the same or a continuing **Security Breach**, from related or repeated **Security Breaches**, or from multiple **Security Breaches** resulting from a failure of **Computer Security** shall be deemed to be a single **Business Interruption Loss**; provided, however, that a separate **Waiting Period** shall apply to each **Period of Restoration**.

2. **Computer Security** means software or computer or network hardware devices, the function or purpose of which is to prevent **Unauthorized Access**, **Unauthorized Use**, a **Denial of Service Attack** against **Computer Systems**, infection of **Computer Systems** by **Malicious Code** or transmission of **Malicious Code** from **Computer Systems**. **Computer Security** includes anti-virus and intrusion detection software, firewalls and electronic systems that provide access control to **Computer Systems** through the use of passwords, biometric or similar identification of authorized users.

3. **Computer Systems** means computers and associated input and output devices, data storage devices, networking equipment, and back up facilities:
 1. operated by and either owned by or leased to the **Insured Organization**;
 2. with respect to Coverages B only, operated by a third party service provider and used for the purpose of providing hosted computer application services to the **Insured Organization** or for processing, maintaining, hosting or storing the **Insured Organization's** electronic data, pursuant to written contract with the **Insured Organization** for such services; and
 3. with respect to Coverage G (Business Interruption) only, operated by a **Dependent Business**, provided such coverage is subject to the sublimit of liability set forth in Item 4 of the Declarations.

4. **Cyber Extortion Loss** means:
 - a. any Extortion Payment that has been made under duress by or on behalf of the Insured Organization with Underwriters' prior written consent, but solely to prevent or terminate an Extortion Threat;

- b. an otherwise covered Extortion Payment that is lost in transit by actual destruction, disappearance or wrongful abstraction while being conveyed by any person authorized by or on behalf of the Insured Organization to make such conveyance; and
- c. fees and expenses paid by or on behalf of the Insured Organization for security consultants retained with Underwriter's prior written approval, but solely to prevent or terminate an Extortion Threat;

provided, that **Cyber Extortion Loss** shall not exceed the covered **Data Protection Loss, Business Interruption Loss, Damages** and **Claims Expenses** that the **Insured Organization** would have incurred had the **Extortion Payment** not been paid.

- 5. **Data Asset** means any software or electronic data that exists in **Computer Systems** and that is subject to regular back up procedures, including computer programs, applications, account information, customer information, private or personal information, marketing information, financial information and any other information necessary for use in the **Insured Organization's** ordinary course of business.

6. **Data Protection Loss** means:

- a. with respect to any **Data Asset** that is altered, corrupted, destroyed, deleted or damaged the actual, reasonable and necessary costs and expenses incurred by the **Insured Organization** to restore a **Data Asset** from back-ups or from originals or to gather, assemble and recollect such **Data Asset** from other sources to the level or condition in which it existed immediately prior to its alteration, corruption, destruction, deletion or damage; or
- b. with respect to any **Data Asset** that the **Insured Organization** is unable to access, the lesser of the actual, reasonable and necessary costs and expenses incurred by the **Insured Organization** to:
 - i. regain access to such **Data Asset**; or
 - ii. restore such **Data Asset** from back-ups or originals or gather, assemble and recollect such **Data Asset** from other sources, to the level or condition in which it existed immediately prior to the **Insured Organization's** inability to access it;

Provided that if such **Data Asset** cannot reasonably be accessed, restored, gathered, assembled or recollect, then **Data Protection Loss** means the actual, reasonable and necessary costs and expenses incurred by the **Insured Organization** to reach this determination.

Provided further that **Data Protection Loss** shall not exceed, and shall not mean, any amount in excess of the amount by which the net profit before income taxes of the Insured Organization would have decreased had the **Insured Organization** failed to restore, gather, assemble or recollect as set forth in paragraphs 6.a. and 6.b. above.

A **Data Protection Loss** will be deemed to occur at the time such alteration, corruption, destruction, deletion or damage to or inability to access a **Data Asset** is first discovered by the **Insured**. All **Data Protection Loss** that arises out of the same or a continuing **Security Breach**, from related or repeated **Security Breaches**, or from multiple **Security**

Breaches resulting from a failure of **Computer Security** shall be deemed to be a single **Data Protection Loss**.

Data Protection Loss shall not mean, and there shall be no coverage under Coverage E (**First Party Data Protection Loss**) for:

- a. costs or expenses incurred by the **Insured Organization** to identify or remediate software program errors or vulnerabilities or update, replace, restore, gather, assemble, reproduce, recollect or enhance a **Data Asset** or **Computer Systems** to a level beyond that which existed prior to the alteration, corruption, destruction, deletion or damage of such **Data Asset**;
 - b. costs or expenses to research or develop any **Data Asset**, including but not limited to trade secrets or other proprietary information;
 - c. the monetary value of profits, royalties, or lost market share related to a **Data Asset**, including but not limited to trade secrets or other proprietary information or any other amount pertaining to the value of the **Data Asset**;
 - d. loss arising out of any liability to any third party for whatever reason; or
 - e. legal costs or legal expenses of any type.
7. **Dependent Business** means any a third party service provider that provides hosted computer application services to the **Insured Organization** or processes, maintains, hosts or stores the Insured Organization's electronic data, pursuant to written contract with the **Insured Organization** for such services.
8. **Extended Income Loss** means the **Income Loss** during the **Extended Interruption Period**.
9. **Extended Interruption Period** means the period of time that:
- a. begins on the date and time that the **Period of Restoration** ends; and
 - b. terminates on the date and time the **Insured** restores, or would have restored if the **Insured** had exercised due diligence and dispatch, the net profit before income taxes that would have been earned by the **Insured** directly through its business operations had the actual and necessary interruption or suspension of **Computer Systems** not occurred;
- provided that in no event shall the **Extended Interruption Period** mean more than or exceed thirty (30) days.
10. **Extortion Payment** means cash, marketable goods or services demanded to prevent or terminate an **Extortion Threat**.
11. **Extortion Threat** means a threat to breach **Computer Security** in order to:
1. alter, destroy, damage, delete or corrupt any **Data Asset**;

2. prevent access to **Computer Systems** or a **Data Asset**, including a **Denial of Service Attack** or encrypting a **Data Asset** and withholding the decryption key for such **Data Asset**;
3. perpetrate a theft or misuse of a **Data Asset** on **Computer Systems** through external access;
4. introduce **Malicious Code** into **Computer Systems** or to third party computers and systems from **Computer Systems**; or
5. interrupt or suspend **Computer Systems**;

unless an **Extortion Payment** is received from or on behalf of the **Insured Organization**.

Multiple related or continuing **Extortion Threats** shall be considered a single **Extortion Threat** for purposes of this Policy and shall be deemed to have occurred at the time of the first such **Extortion Threat**.

12. **Extra Expense** means:

- C. reasonable and necessary expenses that are incurred by the **Insured Organization** during the **Period of Restoration** to minimize, reduce or avoid an **Income Loss**, provided:
 - a. that such expenses are over and above those the **Insured Organization** would have incurred had no interruption or suspension of the **Computer Systems** occurred; and
 - b. do not exceed the amount by which the **Income Loss** in excess of the **Deductible** and covered under this Policy is thereby reduced; and
2. **Forensic Expenses**, subject to the sublimit set forth in clause VII. LIMIT OF LIABILITY;

provided that **Extra Expense** shall not mean, and there shall be no coverage under Coverage G (Business Interruption) for expenses incurred by the **Insured** to update, upgrade, enhance or replace **Computer Systems** to a level beyond that which existed prior to the actual and necessary interruption or suspension of **Computer Systems**; or the costs and expenses incurred by the **Insured Organization** to restore, reproduce, or regain access to any **Data Asset** that was altered, corrupted, destroyed, deleted, damaged or rendered inaccessible as a result of the failure of **Computer Security** to prevent a **Security Breach**.

13. **Forensic Expenses** means reasonable and necessary expenses incurred by the **Insured Organization** to investigate the source or cause of the failure of **Computer Security** to prevent a **Security Breach**

14. **Income Loss** means:

1. the net profit before income taxes that the **Insured Organization** is prevented from earning through its business operations or the net loss before income taxes that the **Insured Organization** is unable to avoid through its business operations as a direct

result of the actual and necessary interruption or suspension of **Computer Systems**; and

2. fixed operating expenses incurred by the **Insured Organization** (including payroll), but only to the extent that a. such operating expenses must necessarily continue during the **Period of Restoration** (or **Extended Interruption Period**, if applicable); and b. such expenses would have been incurred by the **Insured Organization** had such interruption or suspension not occurred.

Income Loss shall be reduced to the extent the **Insured** or **Dependent Business** (if applicable) is able, with reasonable dispatch and due diligence, to reduce or limit such interruption or suspension of **Computer Systems** or conduct its business operations by other means.

In determining **Income Loss**, due consideration shall be given to the prior experience of the **Insured Organization's** business operations before the beginning of the **Period of Restoration** and to the probable business operations the **Insured Organization** could have performed had no actual and necessary interruption or suspension occurred as result of a failure of **Computer Security** to prevent a **Security Breach**.

Income Loss will be calculated on an hourly basis based on the **Insured Organization's** net profit (or loss) and fixed operating expenses as set forth above.

Loss means **Damages, Claim Expenses, Cyber Extortion Loss, Data Protection Loss, Business Interruption Loss** and Crisis Management Expenses under Coverage G.

15. **Period of Restoration** means the time period that:

begins on the specific date and time that the actual and necessary interruption or suspension of **Computer Systems** first occurred; and

ends on the specific date and time that the actual and necessary interruption or suspension of **Computer Systems** ends, or would have ended had the **Insured** or **Dependent Business** (if applicable) acted with due diligence and dispatch;

provided that in no event shall the **Period of Restoration** mean more than or exceed thirty (30) days; and

provided further that restoration of **Computer Systems** will not end the **Period of Restoration** if such systems are actually and necessarily interrupted or suspended again within one hour of such restoration due to the same cause as the original interruption or suspension.

12. **Waiting period** means the period of time beginning when the **Period of Restoration** begins and expiring after the elapse of the number of hours set forth in Item 4.E of the Declarations. A **Waiting Period** shall apply to each **Period of Restoration**.

8. The following are added to Clause VI. Limit of Liability:

1. The "FIRST PARTY AGGREGATE LIMIT OF LIABILITY" stated in Item 1. of this endorsement is the Underwriters' combined total Limit of Liability for all **Loss** covered under Coverages E, F and G of this Policy, and neither the inclusion of more than one person or entity as an **Insured** under this Policy, nor multiple **Loss** or occurrences shall

increase the Limit of Liability. The FIRST PARTY AGGREGATE LIMIT OF LIABILITY shall be part of and not in addition to the **Policy Aggregate Limit**.

2. With respect to Coverage G (if purchased), the most Underwriters will pay for:
 - a. covered **Income Loss** per hour is the amount set forth in Item 1 of this endorsement for Coverage G as "**Hourly sublimit**";
 - b. the **Policy Period** for all covered **Business Interruption Loss** arising out **Computer Systems** operated by **Dependent Businesses**, is the amount set forth in Item 1 of this endorsement for Coverage G as "**Dependent Business Interruption sublimit**"; and
 - c. the **Policy Period** for all covered **Forensic Expenses** is the amount set forth in Item 1 of this endorsement for Coverage G as "**Forensic Expense sublimit**."
1. The Crisis Management Coverage sublimit stated in Item 1. of this endorsement is Underwriters Limit of Liability for Crisis Management Expenses payable under this Policy, and shall be part of and not in addition to the Limit of Liability applicable to the **Loss** that requires the expenditure of such Crisis Management Expenses.
2. Sublimits are part of and do not increase the applicable Limit of Liability.

9. The following are added to Clause VII. Deductible:

1. With respect to Coverage E, the **Deductible** set forth in Item 2 of this endorsement applies separately to each **Extortion Threat**. The **Retention** shall be satisfied by monetary payments by the **Named Insured** of covered **Cyber Extortion Loss**.
2. With respect to Coverage F, the **Retention** amount set forth in Item 2 of this endorsement applies separately to each **Security Breach**. The **Retention** shall be satisfied by monetary payments by the **Named Insured** of covered **Data Protection Loss**.
3. With respect to Coverage F, the **Retention** applies separately to each **Security Breach**. The **Retention** shall be satisfied by covered **Business Interruption Loss** retained by the **Insured Organization**. The **Retention** for Coverage F shall be as follows:
 - A. with respect to covered **Income Loss**, the **Retention** shall be the greater of:
 - a. the **Loss** amount set forth in Item 1 of this endorsement, less the amount of any payments within the **Retention** for covered **Loss** under Coverage F made in accordance with Section IX.E. or;
 - b. the amount of **Income Loss** during the **Waiting Period**; and
 - B. with respect to **Extra Expense**, the **Retention** shall be \$50,000, provided that the **Retention** for **Extra Expense** shall be reduced on a dollar-for-dollar basis (up to \$50,000) by the amount of covered **Income Loss** in excess of the applicable **Income Loss Retention**.

10. Clause XV. Mergers and Acquisitions is amended to add:

With respect to Coverages E, F, G and H, during the **Policy Period**, if the **Named Insured** or any **Subsidiary** acquires another entity whose annual revenues are more than ten percent (10%) of the **Named Insured's** total annual revenues as set forth in the most recent application for insurance, then there shall be no coverage under this Policy for any **Loss** sustained by the acquired entity or relating to or involving the assets, liabilities, employees, data, computers, or networks of the acquired entity unless the **Named Insured** gives the Underwriters written notice at least thirty (30) days prior to the acquisition, obtains the written consent of Underwriters to extend coverage to such additional entities, assets or exposures, and agrees to pay any additional premium required by Underwriters.

11. Clause IX. Notice Of Claim, Or Circumstance That Might Lead To A Claim is amended to include:

- D. With respect to Coverage E, in the event of an **Extortion Threat** to which this Policy applies, the **Insured Organization** shall notify Underwriters by contacting the persons specified in Item 7. of the Declarations by telephone immediately upon receipt of any **Extortion Threat**, and shall thereafter also provide written notice by telecopy or express mail within five (5) days following the **Extortion Threat**.
- E. With respect to Coverage F, the **Named Insured** must forward written notice by express mail or telecopy to Underwriters through persons named in Item 7. of the Declarations immediately upon discovery of alteration, corruption, destruction, deletion or damage to or inability to access a **Data Asset** to which this Insurance applies; provided that all covered **Data Protection Loss** must be discovered and reported (in accordance with paragraph 1 of Proof of Loss Clause) to Underwriters no later than six months after the end of the **Policy Period**.
- F. With respect to Coverage G, the **Insured** shall forward immediately to Underwriters through persons named in Item 7. of the Declarations, written notice of the interruption or suspension of **Computer Systems** to which this Insurance applies in the form of a telecopy or express mail. Such notice must be provided during the **Policy Period**, or no later than 10 days after the end of the **Policy Period** for interruptions or suspensions occurring within 10 days of the end of the **Policy Period**; provided, all covered **Business Interruption Loss** must be reported to Underwriters (in accordance with paragraph 1 of Proof of Loss Clause) no later than six months after the end of the **Policy Period**

12. The following are added as separate Clauses:

A. **OBLIGATIONS IN THE EVENT OF AN EXTORTION THREAT**

1. **Insured's Duty of Confidentiality**

The **Insured** shall use its best efforts at all times to ensure that knowledge regarding the existence of the **Cyber Extortion Loss** Coverage afforded by this Policy is restricted as far as possible. Underwriters may cancel this Policy upon ten (10) days written notice to the **Named Insured** if the existence of the **Cyber Extortion Loss Coverage** provided by this Policy becomes public knowledge or is revealed to a person making an **Extortion Threat** through no fault of Underwriters.

2. **Insured Organization's Obligation to Investigate Extortion Threat and Avoid or Limit Extortion Payment**

Prior to the payment of any Extortion Payment, the Insured Organization shall make every reasonable effort to determine that the Extortion Threat is not a hoax, or otherwise not credible. The Insured Organization shall take all steps reasonable and practical to avoid or limit the payment of an Extortion Payment.

3. **Named Insured's Obligation to Demonstrate Duress**

As a condition to payment of any Extortion Payment under the terms of this Policy, the Insured Organization must be able to demonstrate that such Extortion Payment was surrendered under duress.

4. **Notification of Police**

The Insured Organization shall allow Underwriters or their representative to notify the police or other responsible law enforcement authorities of any Extortion Threat.

B. **INSPECTION RIGHTS**

The **Insured** shall make available to the Underwriters at all reasonable times, and the Underwriters through their designated representatives shall have the right to inspect and copy at their own expense, during the period of this insurance and thereafter, all books, papers and other records of the insured and its agents or brokers in connection with this policy or the subject matter hereof, or to make inspections or surveys. Underwriters right to make inspections or surveys or the making of them do not constitute an undertaking on behalf or for the benefit of any **Insured**, third party or the public to determine or warrant that any property is safe, nor a determination or warrant concerning the effectiveness of any security applicable to **Computer Systems**.

C. **RECOVERED PROPERTY**

If the **Insured** or Underwriters recover any property, money or **Data Assets** after a loss payment is made, the party making the recovery must give prompt notice of the recovery to the other party. If the recovered property is money or other funds, the recovery shall be applied first to any costs incurred by Underwriters in recovering the property, second to loss payments made by Underwriters, and third to any **Retention** payment made by the **Named Insured**. If property other than money or funds is recovered, then the **Named Insured** may keep the recovered property and return the loss payment, plus the any costs of recovery incurred by Underwriters, or keep the loss payment less the costs of recovery incurred by Underwriters and transfer all rights in the property to Underwriters.

D. **PROOF AND APPRAISAL OF LOSS**

1. **Proof of Loss.** With respect to Coverages E and F, before coverage will apply, the **Named Insured** must:
 - a. prepare and submit to the persons named in Item 7. of the Declarations a written and detailed proof of loss sworn by an officer of the **Named Insured** within ninety (90) days after the **Insured** discovers a **Data Protection Loss** or the **Insured Organization** sustains a **Business Interruption Loss** (as applicable), but in no event later than 6 months following the end of the **Policy Period** (unless such period has been extended by Underwriter's written consent). Such proof of loss shall include a narrative with full particulars of such **Data Protection Loss** or **Business Interruption Loss**, including, the time, place and cause of the **Data Protection Loss** or **Business Interruption Loss**, a detailed calculation of any **Data Protection Loss** or **Business Interruption Loss**, the **Insured Organization's** interest and the interest of all others in the property, the sound value thereof and the amount of **Data Protection Loss** or **Business Interruption Loss** or damage thereto and all other insurance thereon; and
 - b. upon Underwriters' request, submit to an examination under oath and provide copies of the underlying documents, data and materials that reasonably relate to or are part

of the basis of the claim for such **Data Protection Loss** or **Business Interruption Loss**.

The costs and expenses of preparing and submitting a proof of loss, and establishing or proving **Data Protection Loss**, **Business Interruption Loss** or any other **Loss** under this Policy shall be the **Insured's** obligation, and are not covered under this Policy.

2. **Appraisal of Loss.** If the **Named Insured** and Underwriters do not agree on the amount of a **Loss**, each party shall select and pay an appraiser or other qualified expert (the "Appraiser") to state the amount of the loss or reasonable expenses, and the Appraisers shall choose an umpire. If the Appraisers cannot agree on an umpire, the **Named Insured** or the Underwriters may request a judge of a court having jurisdiction to make the selection. Each Appraiser shall submit the amount of the **Loss** or reasonable expenses to the umpire, and agreement by the umpire and at least one of the Appraisers as to the amount of a **Loss** shall be binding on all **Insureds** and Underwriters. The **Named Insured** and Underwriters will equally share the costs of the umpire and any other costs other than the cost of the Appraisers. This provision shall govern only the appraisal of the amount of a **Loss**, and shall not control the determination of whether such **Loss** is otherwise covered by the Policy. Underwriters will still retain and do not waive their rights to deny coverage or enforce any obligation under this Policy.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative